

INVITATION FOR BIDS (IFB)

FOR

AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES



Prepared by
County of Los Angeles
Department of Beaches and Harbors

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APPENDICES

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the proposal.
- C Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.

1 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

IFB Release Date	April 13, 2023
Request for a Solicitation Requirements Review Due	April 27, 2023
Written Questions Due	April 27, 2023
Questions and Answers Released via Addendum	May 8, 2023
Bids Due	May 16, 2023, 5:00 p.m., Pacific Standard Time
Anticipated Contract Term	July 1, 2023 – June 30, 2026, with three one-year renewal options
Minimum Requirements	Please see Section 3, Bidder's Minimum Requirements
IFB Contact	Angelica Vicente via email: AVicente@bh.lacounty.gov

2 GENERAL INFORMATION

2.1 Purpose

The Los Angeles County Department of Beaches and Harbors (Department) is issuing this Invitation for Bids (IFB) to solicit bids from qualified firms for one or more contracts to provide as-needed hazardous waste removal services within Los Angeles County (County). Contract(s) will be awarded to the lowest cost, most responsive and responsible Bidder(s). County may, in its sole discretion, award one or several contracts for these services.

The services to be provided should include, but are not limited to:

- Perform a quarterly “roundup” of waste materials at multiple sites within the County, on a periodic and as-needed basis;
- Periodically clean and pump out clarifier tanks;
- Provide septic waste pump out and disposal;
- Assist with the pick-up, removal, transporting and disposal of Department generated and abandoned hazardous and contaminated non-hazardous waste and materials from various Department sites and facilities, storm drains located in the County and contaminated ocean water in Marina del Rey harbor;
- Compile data and produce quarterly and annual reports for septic system work and upload reports to the State Water Resources Control Board’s data management system as needed;
- Provide removal of hazardous waste in emergent situations.

Department sites and facilities are identified in Exhibit B (Department Facility Locations) in Appendix A (Sample Contract). Contractor(s) should ensure that its employees are trained and equipped with all of the required safety equipment needed to work in confined areas (e.g., storm drains).

All requests for services will be initiated by contact to the Contractor from the Department’s Contract Administrator or his/her authorized designee. The Department does not guarantee any Contractor a minimum amount of work.

2.2 Overview of Solicitation Document

This Invitation for Bids (IFB) is composed of the following parts:

- 2.2.1** Specifies the Bidder’s minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- 2.2.2** Contains instructions to Bidders on how to prepare and submit their Bid.
- 2.2.3** Explains how the Bids will be reviewed and selected.
- 2.2.4** The following Appendices are included in the IFB:
 - A Sample Contract:** Lists the terms and conditions in the Contract.

B Required Forms: Forms contained in this section must be completed and included in the Bid.

C Transmittal Form to Request a Solicitation Requirements Review: Transmittal sent to the department requesting a Solicitation Requirements Review.

2.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Appendix A (Sample Contract), Section 2 (Definitions).

2.4 Contract Term

The Contract term will be three years with three one-year renewal options. Renewal options will be exercised at the sole discretion of the Director. It is further anticipated that the Contract will commence on July 1, 2023, following Board of Supervisors' award.

2.5 Contract Rates

Contractors will be compensated in accordance with the hourly rates proposed on Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms), including the hourly rate for emergent work done at the request of the Department.

2.6 Cost of Living Adjustments (COLAs)

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Contract and may be increased annually thereafter, in the option years, at the sole discretion of the Director of the Department. If the Director so decides, the Contract amount may be adjusted after the initial three years of the Contract term based on the increase or decrease the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

2.7 Days of Operation

The Contractor will be required to provide as-needed hazardous waste removal services on a quarterly and as needed basis, as required by the County.

2.8 Indemnification and Insurance

Contractor will be required to comply with the indemnification provisions contained in Appendix A, (Sample Contract), Section 8.23. The Contractor must procure,

maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, (Sample Contract), Sections 8.24 and 8.25.

3 BIDDER'S MINIMUM QUALIFICATIONS

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) of this IFB are invited to submit bids, provided they meet the following requirements:

- 3.1** Bidder(s) must have and be able to demonstrate a minimum of five years' continuous experience in removal of hazardous materials for public and/or private sector entities.
- 3.2** Bidders' Contract Representative must have at least three years' experience relative to the scope of work included in this IFB.
- 3.3** Bidder(s) must include verification of the following licenses with its bid. The name on the licenses must be Bidder's organization's name.
 - California Department of Motor Vehicles License with "H" designation;
 - A valid Hazardous Materials Transportation License issued by the California Highway Patrol (CVC §32000.5);
 - A valid Hazardous Materials Certification of Registration issued by the Department of Transportation;
 - California Contractors State License Board license with hazmat designation;
 - California Department of Toxic Substances Control Hazardous Waste Transporter Registration;
 - Environmental Protection Agency (EPA) Identification Number; and
 - EPA Acknowledgement of Notification of Hazardous Waste Activity.
- 3.4** Bidder(s) must have a business office located in Los Angeles County.
- 3.5** Bidder(s) must complete and return Exhibits 1 –11 of Appendix B (Required Forms).
- 3.6** If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder 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.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 County's Right to Amend Invitation for Bids (IFB)

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

4.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation by the Director of the Department, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determination necessary to arrive at a decision to award, or not award, a contract.

4.3 County Option to Reject Bids

The County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. The County will not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. The County reserves the right to waive inconsequential disparities in a submitted Bid.

4.4 Background and Security Investigations

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

5 NOTIFICATION TO BIDDERS

5.1 Notice to Bidders Regarding the Public Records Act

5.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) contract negotiations are complete; (2) the Department receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) the Department releases a copy of the recommended Bidder's bid in response to a

Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the Department's Bidder recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

- 5.1.2** The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the bid as confidential will not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of the Bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

5.2 Contact with County Personnel

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

Angelica Vicente, Administrative Services Manager I
Contracts@bh.lacounty.gov

As-needed Hazardous Waste Removal Services IFB (in subject line)

If it is discovered that Bidder 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 bid from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

5.4 Protest Process

- 5.4.1** Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation, as described respectively in the Sections below. It is the responsibility of the Bidder challenging the decision of a County

Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

5.4.3 Grounds for Review

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

- 5.4.3.1** Review of Solicitation Requirements (Reference Section 9.1)
- 5.4.3.2** Review of a Disqualified Bid (Section 9.2)
- 5.4.3.3** Review of Department's Proposed Contractor Selection (Reference Section 9.3)

5.5 Conflict of Interest

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

5.6 Determination of Bidder Responsibility

- 5.6.1** A responsible Bidder is a Bidder 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 Bidders.
- 5.6.2** Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Bidder is responsible based on a review of the Bidder'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 Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge will not be the basis of a determination that the Bidder is not responsible.
- 5.6.3** The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the

Bidder 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 Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.6.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department will provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

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

5.6.6 These terms will also apply to proposed subcontractors of Bidders on County contracts.

5.7 Bidder Debarment

5.7.1 The Bidder is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Bidder 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 Bidder's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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. These terms will also apply to proposed subcontractors of bidders on County contracts.

- 5.7.2** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Gratuities

5.8.1 Attempt to Secure Favorable Treatment

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

5.8.2 Bidder Notification to County

A Bidder must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must 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 Bidder's submission being eliminated from consideration.

5.8.3 Form of Improper Consideration

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

5.9 Notice to Bidders 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 Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. 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 Bidder is in full compliance with

[Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN/GROW Participants for Employment

5.10.1 As a threshold requirement for consideration for contract award, Bidders must 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 must attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders must attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Bidders who are unable to meet this requirement will not be considered for contract award. Bidders must complete and return Exhibit 2 (Bidder's Certification of Compliance) of Appendix B (Required Forms), along with their Bid.

5.11 Jury Service Program

5.11.1 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 review the Jury Service Ordinance and Section 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. **Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.**

5.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Bidder's Certification of Compliance). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Bidder's Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Notification to County of Pending Acquisitions/Mergers by Bidding Company

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

5.13 Defaulted Property Tax Reduction Program

- 5.13.1** 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 Bidders should reference the pertinent provisions in Sections 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 5.13.2** Bidders will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).
- 5.13.3** Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.14 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

5.14.1 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 contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

5.14.2 Contractors are required to complete Exhibit 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

5.15.1 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).

5.15.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and Bidder 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.

5.15.3 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.

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

5.16 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.16.1 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](#).

- 5.16.2** Contractors are required to complete Exhibit 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors are in full compliance with [Section 12952](#), as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

5.17 Contractor Alert Reporting Database

- 5.17.1** The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

- 5.17.2** The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the [Los Angeles County Code Chapter 2.202](#), and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

5.18 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/ Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

5.19 Community Business Enterprise (CBE) Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual

goal that 25 percent of all County must be reflected in Exhibit 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

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

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS): CBESBE@wdacs.lacounty.gov with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@wdacs.lacounty.gov.

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

6 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1** The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in section 6.2, 6.4, and 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1** The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2** The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter ("Certification for Federally Non-Funded Solicitations") from the DCBA with their bid.

6.3 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 consistent with [Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual](#).

6.4 Social Enterprise (SE) Preference Program

- 6.4.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.4.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.4.3** Businesses must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.5.1** The County will give the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 6.5.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

- 6.5.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit a letter of certification from the DCBA with their bid.

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their Bid.

7.1 County Responsibility

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

7.2 Truth and Accuracy of Representations

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

7.3 IFB Timetable

The timetable for this IFB is as follows:

EVENT	DATE/TIME
Release of IFB	April 13, 2023
Request for a Solicitation Requirements Review Due	April 27, 2023
Written Questions Due	April 27, 2023
Questions and Answers Released	May 8, 2023
Bids Due	May 16, 2023 5:00 p.m., Pacific Standard Time

7.4 Bidders' Questions

Bidders may submit written questions regarding this IFB by e-mail to the individual identified below. All questions must be received by **April 27, 2023, 5:00 p.m., Pacific Standard Time (PST)**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

Questions should be addressed to:

Angelica Vicente, Administrative Services Manager I

Contracts@bh.lacounty.gov

As-needed Hazardous Waste Removal Services IFB (in subject line)

7.5 Preparation of the Bid

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

7.6 Bid Format and Review Process

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

7.6.1 Table of Contents

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

7.6.2 Pricing Sheet (Section A)

Complete and submit Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms).

7.6.3 Bidder's Qualifications (Section B)

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

7.6.3.1 Bidder's Background and Experience (Section B.1)

The Bidder must complete, sign and date the Bidder's Exhibit 1 (Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.**

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

If the below referenced documents are not available at the time of Bid submission, Bidders 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 Bidder must submit the following documentation with the Bid:

- 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 Bidder 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.

The review will include verification of references submitted, a review of the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

Bidder's Background and Experience:

Using Exhibit 9, Bidder must provide a summary of its relevant background experience including:

- Provide a summary of relevant background information to demonstrate that the Bidder meets the minimum requirements stated in Section 3 (Bidder's Minimum Qualifications) of this IFB and has the capability to perform the required services as a corporation or other entity.
- Summary of Bidder's experience and approach in the removal of various types of hazardous waste in non-emergent and emergent situations, methods to handle and dispose of materials and ability to operate equipment;
- Summary of Bidder(s) training provided to and required of its staff, including working with safety equipment and maintaining required certification;
- Summary description of Bidder's industrial safety record for the last five years;
- List of recycling or disposal facilities to be used;

- Attach verification of the following licenses as required in Section 3.
 - California Department of Motor Vehicles License with “H” designation;
 - A valid Hazardous Materials Transportation License issued by the California Highway Patrol (CVC §32000.5);
 - A valid Hazardous Materials Certification of Registration issued by the Department of Transportation;
 - California Contractors State License Board license with hazmat designation;
 - California Department of Toxic Substances Control Hazardous Waste Transporter Registration;
 - Environmental Protection Agency (EPA) Identification Number; and
 - EPA Acknowledgement of Notification of Hazardous Waste Activity.
- Verification that Bidder’s business office is located in Los Angeles County;
- Number of full-time employees; and
- Description of size and organizational structure.

7.6.3.2 Bidder’s References (Section B.2)

Bidder must provide no less than five (5) references of the same or similar scope of services being requested, demonstrating at least five (5) years of experience, and must include all public entities contracts for the last three (3) years. Bidder’s completed form Exhibit 8 (Bidder’s List of References), in Appendix B (Required Forms) must be provided in Section B.2 of the bid.

It is the Bidder’s sole responsibility to ensure that the firm’s name, and point of contact’s name, title, email and phone number for each reference is accurate.

County may disqualify a Bidder if:

- References fail to substantiate Bidder’s description of the services provided; or
- References fail to support that Bidder 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 Bidder's responsibility to inform the point of contact of normal working hours.

7.6.3.3 Bidder's Pending Litigation and Judgments (Section B.3)

The County will conduct a review of bidder's pending litigation and judgments. Bidder must identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Additionally, Bidder must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder.

A review to determine the magnitude of any pending litigation or judgments against the Bidder will be conducted by County.

7.6.4 Required Forms (Section C)

Include the following forms as provided in Appendix B (Required Forms). Complete, sign and date all forms.

Exhibit 1 Bidder's Organization Questionnaire/Affidavit

Exhibit 2 Certification of Compliance

Exhibit 3 Request for Preference Consideration

Exhibit 4 Bidder's Debarment History and List of Terminated Contracts

Exhibit 5 Declaration

Exhibit 6 Community Business Enterprise (CBE) Information

Exhibit 7 Minimum Requirements

Exhibit 8 Bidder's List of References

Exhibit 9 Bidder's Background and Experience

Exhibit 10 Pricing Sheet

Exhibit 11 Submittal Requirements Checklist

7.6.5 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Contract), Sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage). If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

7.7 Bid Submission

7.7.1 THE DEADLINE FOR RECEIPT OF BIDS IS May 16, 2023, 5:00 P.M., PST. Bids will be accepted by email only. Bids must be emailed as a PDF attachment, in searchable format, by the deadline date and time and delivered as follows:

- Email Bids to: Contracts@bh.lacounty.gov
- Email must include the heading: AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES IFB

Emailed Bids that are time stamped after 5:00 p.m., PST will be deemed non-responsive and disqualified from further review.

It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Bidders who submit a Bid by facsimile (fax), mail (USPS mail, FedEx, etc.) will be rejected without review at the County's sole discretion.

7.7.2 Firm Offer/Withdrawal of Bids

All Bids will be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit bids.

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

8 SELECTION PROCESS OVERVIEW

8.1 Review Process

The lowest price bid will be reviewed to determine whether it is responsive and responsible.

Bids will be examined to determine the lowest price and ranked numerically, starting with lowest priced, responsive and responsible Bidder. Should one or more of the Bidders request and be granted the Local Small Business Enterprise Preference, Social Enterprise Preference, or Disabled Veteran Business Enterprise Preference, the lowest bid price will be determined as follows:

The cost bid will be ranked first. All other bids will be compared to the lowest cost bid and numerically ranked accordingly.

However, should one or more of the Bidders request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all bidders who requested and were granted the preference.

In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.2 Adherence to Minimum Requirements

County will review the Bidder's Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) and determine if the Bidder meets the minimum requirements as outlined in Section 3 of this IFB.

Failure of the Bidder to comply with the minimum requirements may eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

9 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

- 9.1.1** The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a bid;
- 9.1.3** The request Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts either that:
 - 9.1.4.1** application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - 9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Bidder.

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

9.2 Disqualification Review

A bid may be disqualified from consideration because a Department determined it was a non-responsive bid at any time during the review/evaluation process. If a

Department determines that a Bid was disqualified due to non-responsiveness, the Department must notify the Bidder in writing.

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

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

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

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

9.3 Proposed Contractor Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.3.1** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
- 9.3.2** The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 9.3.2.1** The department materially failed to follow procedures specified in its solicitation document. This includes:
 - 1)** Failure to correctly apply the standards for reviewing the bid format requirements.
 - 2)** Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
 - 3)** Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

9.3.2.2 The department made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.

9.3.2.3 Another basis for review as provided by state or federal law; and

9.3.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the department's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored bid, as the case may be.

Upon completing the Proposed Contractor Selection Review, the department representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review see Section 9.4 below.

9.4 County Independent Review

Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

9.4.1 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

9.4.2 The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Section 9.3 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Bidder.

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

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SAMPLE CONTRACT
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

STANDARD EXHIBITS

- A Statement of Work and Attachments
- B Department Facility Locations
- C Sample Hazardous Waste Removal Form
- D Department's Beach Driving and Vehicle Operation Policy No. 2918
- E County's Administration
- F Contractor's Administration
- G Safely Surrendered Baby Law

Required at the Time of Contract Execution:

- H Contractor Acknowledgement and Confidentiality Agreement

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide as needed hazardous waste removal services.

RECITALS

WHEREAS, the County may contract with private businesses for as needed hazardous waste removal services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as needed hazardous waste removal services; and

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles Charter.

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

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G and H are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- A Statement of Work and Attachments
- B Department Facility Locations
- C Sample Hazardous Waste Removal Form
- D Department's Beach Driving and Vehicle Operation Policy No. 2918
- E County's Administration
- F Contractor's Administration
- G Safely Surrendered Baby Law

Required at the Time of Contract Execution:

- H Contractor Acknowledgement and Confidentiality Agreement

2 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 Board, Board of Supervisors:** The Board of Supervisors of Los Angeles County.
- 2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 Contract Administrator (CA):** Person with responsibility to oversee the day-to-day activities of this Contract as further defined in Section 6.2.

- 2.4 Contract Year:** The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.
- 2.5 Contractor(s):** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.6 Contractor's Representative:** The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.7 County:** The County of Los Angeles.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Department:** The Los Angeles County Department of Beaches and Harbors.
- 2.8 Director:** The Director of the Department of Beaches and Harbors.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Statement of Work:** Explains in detail the Work to be performed pursuant to the contract.
- 2.11 Subcontractor:** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.
- 3.3** Upon telephone contact from the Department's Contract Administrator for requested services, Contractor will be required to respond within 24 hours of being contacted and be ready to perform the services at the date and time as instructed by the Contract Administrator. If the

contacted Contractor does not respond within 24 hours, the County will contact another contractor to complete the work.

- 3.4 Should there be more than one Contract awarded for these services, the County does not guarantee any Contractor a minimum amount of work.

4 TERM OF CONTRACT

- 4.1 The term of this Contract will be three years, commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to three additional one-year periods, for a maximum total Contract term of six years. Each such option and extension will be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

- 4.3 The Contractor must notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit E (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to payment by the County under this Contract except upon completion of work requested by the County.

The net amount the County shall expend during the Contract term for as-needed hazardous waste removal services shall not exceed the Contract Sum of \$242,000, in aggregate, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.

Contractor(s) shall perform and complete all Services required of Contractor(s) under this Contract as set forth in Exhibit A, but in any event, not in excess of the Contract Sum.

5.2 Written Approval for Reimbursement

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 person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Increase of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the maximum annual amount by up to 10 percent during the Contract term or any extension period, to cover needed, unexpected or increased services in the scope of the Contract, subject to the availability of funds in the Department's budget.

5.4 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms) will be given during the term of the Contract or any extension period.

5.5 Emergent/Unexpected Work

The Contractor will be compensated for emergent/unexpected work authorized in writing by the Director at the rate for such work as quoted on Contractor's submitted Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms). Such work will be subject to Section 5.1. Any work requested outside of quarterly 90-day roundup, clarifier or septic system pump out services will be subject to this Section paid at the hourly rate per hour for emergent/unexpected services, as specified on Contractor's submitted Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms).

5.6 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to (Department) at the address herein provided in Exhibit E (County's Administration).

5.7 No Payment for Services Provided Following Expiration/Termination of Contract

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

5.8 Invoices and Payments

- 5.8.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.8.2 The Contractor's payments will be as provided in Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.8.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.8.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

- 5.8.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

Los Angeles County
Department of Beaches and Harbors
Financial Services Section
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292

- 5.8.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Contract Administrator (CA) prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.8.7 **Local Small Business Enterprises (LSBE) Prompt Payment Program**

Certified 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.

5.9 Cost of Living Adjustments (COLAs)

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Contract. For the options years, if requested by Contractor, the Contract amount may, at the sole discretion of Director, be annually increased based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

5.10.1 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).

5.10.2 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.

5.10.3 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.

5.10.4 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 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Contract Administrator

Responsibilities of the Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;

- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Contract Representative

7.2.1 The Contractor's Contract Representative is designated in Exhibit F (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

7.2.2 The Contractor's Contract Representative will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Contract Representative on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

7.4 Contractor's Staff Identification

Contractor must provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

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 Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit H (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Director and/or his designee.

8.1.2 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 Contract during the term of this Contract. 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 changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his designee.

- 8.1.3 The Director and/or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his 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, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written amendment to the Contract, 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 Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. 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 Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 Complaints

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

- 8.5.1 Within 10 business days after Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within 10 business days for County approval.
- 8.5.4 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.

- 8.5.5 The Contractor must preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6 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.
- 8.5.7 Copies of all written responses must be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.
- 8.6.2 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 any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor 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 paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this 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 the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, 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 Contract. 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.
- 8.9.2 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 Contract. 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 paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract 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 Contract.

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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 General Relief Opportunity for Work (GROW) 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/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 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 contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 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.

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.13 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 G, 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/safely-surrender/>

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract 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).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing

and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 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 Contract 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.
- 8.17.2 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 Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract 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 Contract. 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 Contract.

8.19 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.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

- 8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 Contract and further and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract 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.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract 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

Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 Contract. 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 Contract.

8.24.1 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 Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this

Contract 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 Contract. 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:

Los Angeles County Department of
Beaches and Harbors
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292
Contracts@bh.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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 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.

8.24.3 Cancellation of or Change 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 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 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

8.24.5 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.

8.24.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, 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.

8.24.7 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 Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 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.

8.24.9 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.

8.24.10 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 Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 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.

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.25 Insurance Coverage

- 8.25.1 **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

8.25.2 **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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (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.

8.25.4 **Environmental Impairment Liability**

Insurance which insures liability for environmental impairment including clean-up costs, and endorsed for "Sudden and Accidental" contamination or pollution unless such coverage is endorsed on the General Liability Policy. Such coverage shall be in the amount of not less than \$4 million per occurrence, and in the aggregate.

8.25.5 Insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up,

testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$1 million per occurrence and \$2 million aggregate.

8.26 Liquidated Damages

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

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work Attachment 2, hereunder, 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.

8.26.3 The action noted in Paragraph 8.26.2 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 Contract.

8.26.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.

3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 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.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 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.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of

this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws.

Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

8.33 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or his/her designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the

County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7920.000 et seq. \(Public Records Act\)](#) [California Government Code Section 7920.000 et seq. \(Public Records Act\)](#) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 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 a bid 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.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contract Administrator. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by

the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 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 Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract 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 Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

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

proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

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

before any Subcontractor employee may perform any work hereunder.

8.41 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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and

pursue debarment of the Contractor), pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 Termination for Default

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

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

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a

waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 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](#).

8.52 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) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors

acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 3. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.2 Social Enterprise (SE) Preference Program

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which

knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect

or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

10. 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 (Applicable Documents)

Paragraph 2 (Définitions)

Paragraph 3 (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 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 10 (Survival)

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

Signed: _____

Printed _____

Title: _____

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

APPENDIX B

REQUIRED FORMS

Exhibits

- 1) Bidder's Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Bidder's Debarment History and List of Terminated Contracts
- 5) Declaration
- 6) Community Business Enterprise (CBE) Information
- 7) Minimum Qualifications
- 8) Bidder's List of References
- 9) Bidder's Experience
- 10) Pricing Sheet
- 11) Submittal Requirements Checklist

CONTRACT REQUIRED FORMS – EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

BIDDER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm's business structure:</p> <p><input type="checkbox"/>Corporation <input type="checkbox"/>Limited Liability Company (LLC) <input type="checkbox"/>Limited Partnership <input type="checkbox"/>Sole Proprietorship <input type="checkbox"/>Non-Profit <input type="checkbox"/>Franchise <input type="checkbox"/>Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____</p> <p>State if Incorporation: _____ Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____</p> <p>If other: Specify business structure name: _____</p>		
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>		
4	<p>Has your firm done business as other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <table style="width: 100%;"> <tr> <td style="width: 70%;">Name(s):</td> <td style="width: 30%; text-align: right;">Year(s) of Name Change</td> </tr> </table>	Name(s):	Year(s) of Name Change
Name(s):	Year(s) of Name Change			

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	

CONTRACT REQUIRED FORMS – EXHIBIT 1

BIDDER'S PENDING LITIGATION AND JUDGMENTS

Bidder's Name: _____

1. PENDING LITIGATION (check one)	YES	NO
If yes, please identify name, case, court jurisdiction and current status of any pending litigation below.		
2. JUDGMENTS WITHIN THE LAST FIVE (5) YEARS	YES	NO
If yes, please identify name, case, court jurisdiction and outcome of any judgments against Vendor within last five years.		

PENDING LITIGATION				
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	CURRENT STATUS	SIZE/SCOPE OF PENDING LITIGATION

Attach additional pages if necessary

JUDGMENTS WITHIN LAST FIVE (5) YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE

Attach additional pages if necessary

CONTRACT REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)</p> <hr/>	Board Policy 5.065	<p>Check the Certification below that is applicable to your company.</p> <p><input type="checkbox"/> Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.</p> <p>OR</p> <p><input type="checkbox"/> Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.</p>
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <p><input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.</p>
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p>

CONTRACT REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE
CONSIDERATION

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

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

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

CONTRACT REQUIRED FORMS – EXHIBIT 4
BIDDER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Bidder's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Bidder is currently debarred by a public entity			
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Bidder has contracts that have been terminated in the past three (3) years.			

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

CONTRACT REQUIRED FORMS – EXHIBIT 5
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-11 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORMS – EXHIBIT 6

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE		
1 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.		
Total Number of Employees in California:				
Total Number of Employees (including owners):				
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:				
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
Native Americans			%	%
Subcontinent Asian			%	%
White			%	%

[illegible]

CONTRACTS REQUIRED FORMS - EXHIBIT 7

MINIMUM QUALIFICATIONS

Bidder acknowledges and certifies that it meets and will comply with the Bidder's Minimum Qualifications indicated below and as stated in Section 3 of this Invitation for Bids (IFB).

No.	Minimum Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Bidder(s) must have and be able to demonstrate a minimum of five years' continuous experience in removal of hazardous materials for public and/or private sector entities.		
2	Bidders' Contract Representative must have at least three years' experience relative to the scope of work included in this IFB.		
3	<p>Bidder(s) must include verification of the following licenses with its bid. The name on the licenses must be Bidder's organization's name.</p> <ul style="list-style-type: none"> • California Department of Motor Vehicles License with "H" designation; • A valid Hazardous Materials Transportation License issued by the California Highway Patrol (CVC §32000.5); • A valid Hazardous Materials Certification of Registration issued by the Department of Transportation; • California Contractors State License Board license with hazmat designation; • California Department of Toxic Substances Control Hazardous Waste Transporter Registration; • Environmental Protection Agency (EPA) Identification Number; and • EPA Acknowledgement of Notification of Hazardous Waste Activity. 		
4	Bidder(s) must have a business office located in Los Angeles County.		
5	Bidder must complete and return Exhibits 1-11 of Appendix B (Required Forms).		
6	Bidder 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 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.		

CONTRACTS REQUIRED FORMS - EXHIBIT 7

MINIMUM QUALIFICATIONS

Bidder asserts that it meets the Minimum Qualifications to provide the service(s)

Bidder's Name

Title

Signature

CONTRACTS REQUIRED FORMS - EXHIBIT 8
BIDDER'S LIST OF REFERENCES

Bidder's Name: _____

Provide a comprehensive reference list of no less than five references for the same or similar scope of services that were provided by the Bidder, demonstrating at least five years of experience. It is the Bidder's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

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

<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>AGENCY/DEPT: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>	<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>AGENCY/DEPT: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>
<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>AGENCY/DEPT: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>	<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>AGENCY/DEPT: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>

2. PRIVATE FIRMS

<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>FIRM NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>	<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>FIRM NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>
<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>FIRM NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>	<p>SERVICE TYPE: _____</p> <p>CONTRACT TERM: _____</p> <p>CONTRACT AMT: _____</p> <p>FIRM NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT: _____</p> <p>TELEPHONE: _____</p> <p>E-MAIL: _____</p>

BIDDER'S BACKGROUND AND EXPERIENCE – EXHIBIT 9

1. **BACKGROUND.** Please provide a summary of relevant background experience in providing as needed hazardous waste removal services. Bidder's background information must demonstrate that the Bidder meets the minimum qualifications as stated in Section 3 of the IFB.

2. **EXPERIENCE.** Please provide Bidder's experience and approach in the removal of various types of hazardous waste in non-emergent and emergent situations, methods to handle and dispose of materials and ability to operate equipment.

3. **TRAINING.** Summary of Bidder(s) training of its staff, working with safety equipment and maintaining required certification.
 - Provide a description of Bidder's industrial safety record for the last five years;
 - Provide a list of recycling or disposal facilities to be used in service of this IFB.

4. **PLEASE ATTACH VERIFICATION OF THE FOLLOWING LICENSES:**

License Name	License/Certification Number	Expiration Date
California Department of Motor Vehicles License with "X" designation		
Hazardous Materials Transportation License		
Hazardous Materials Certification of Registration		
California Contractors State License Board license with hazmat designation		
California Department of Toxic Substances Control Hazardous Waste Transporter Registration		
Environmental Protection Agency (EPA) Identification Number		
EPA Acknowledgement of Notification of Hazardous Waste Activity		

5. PLEASE ATTACH PROOF THAT BIDDER'S BUSINESS OFFICE IS LOCATED IN LOS ANGELES COUNTY.
6. HOW MANY FULL-TIME EMPLOYEES DOES YOUR FIRM EMPLOY? _____
7. ATTACH AN ORGANIZATIONAL CHART OR DESCRIBE THE ORGANIZATION OF YOUR FIRM.
8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: _____

Date: _____

Title: _____

EXHIBIT 10 PRICING SHEET

Please provide the Unit (weight/volume) and Price per Unit to remove the specific **Types of Hazardous Material** listed below which Bidder is capable of removing. Bidders should also provide hourly rates to provide the Contract work and unexpected/emergent work. Bidders' hourly rates shall include all overhead and administrative costs, materials, subcontractors, risk items, equipment purchase/rental, disposal fees, transportation costs and any other associated expenses to provide the services. Bidders' hourly rates will remain firm and fixed for the initial three years of the Contract.

The Price per Unit for the highlighted Types of Hazardous Material below will be used for comparison of Bids.

HAZARDOUS MATERIAL		
Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Fuels/Lubricants		
1. Motor Oil (55 Gallon Drum)		
2. Used Fuel Filters		
3. Used Oil Rags		
4. Oil Buckets		
5. Oil Absorbent Bags		
6. Gasoline or Gasoline and Water		
7. Diesel and Emulsion		
8. Diesel or Diesel and Water		
9. Electrical Insulating Oil		
Paints		
1. Water Based Paint		
2. Oil Based Paint		
3. Spray Paint Cans		
Pesticides		
1. Herbicides		
2. Insecticides		
Thinners		
1. Paint Thinner		
2. Lacquer Thinner		
Cleaning Solvents		
1. Cleaning Solvents for Engine Degreasing		
Containers and Solids		
1. Contaminated Containers and Solids		
Fluid		
1. Brake Fluid		

Coolant		
1. Antifreeze/Coolant		
Acid		
1. Acid		
Batteries		
1. Miscellaneous Sized Waste Batteries		
Fluorescent		
1. Fluorescent Tubes		
Asbestos Waste Products		
1. Asbestos and Water (Vehicle Brake Washings)		
2. Asbestos Pipe Scrap		
3. Pipe and Roof Shingles		
4. Tile		
5. Insulation		
Asphalt Products		
1. Asphalt Cement		
2. Emulsion		
3. Road Oil		
Cathode Ray		
1. Cathode Ray Tubes (CRT's)		
Mercury		
1. Thermometers Containing Mercury		
Volatile and Semi-volatile Organic Compounds		
1. Benzene		
2. Toluene		
3. Ethyl Benzene		
4. Xylenes		
5. Methyl Tertiary Butyl Ether		
6. Trichloroethylene		
7. Tetrachloroethylene		
Metals		
1. Antimony		
2. Arsenic		
3. Barium		
4. Beryllium		

5. Cadmium		
6. Chromium		

Metals

7. Copper		
8. Fluoride		
9. Cobalt		
10. Lead		
11. Mercury		
12. Molybdenum		
13. Nickel		
14. Selenium		
15. Silver		
16. Thallium		
17. Vanadium		
18. Zinc		

E-Waste

1. Computers		
2. Monitors		
3. Printers		
4. Cell Phones		
5. Televisions		
6. VCR/DVD Players		
7. Landline Telephones		
8. Microwaves		
9. Radios		

Others

1. Gasoline		
2. Diesel		
3. Other Petroleum Hydrocarbons		
4. Pesticides		
5. Herbicides		
6. Perchlorate		
7. Polychlorinated Biphenyls (PCBs)		
8. Sewage		
9. Sand		
10. Toner Cartridges		
11. Miscellaneous (tools, appliances, heavy or small equipment)		

HOURLY LABOR RATES	
Field Chemist/Environmental Assessor	
Project Manager/Supervisor	
Technician/Equipment Operator	
Laborer	
Other	
UNEXPECTED/EMERGENT WORK	
UNEXPECTED/EMERGENT WORK HOURLY RATE \$ _____	

The Bidder represents that the person executing this offer and the following persons are individually authorized to commit the Bidder in any matter pertaining to the proposed Contract:

Name

Title

Bidder's signature

Date

REQUIRED FORMS – EXHIBIT 11 SUBMITTAL

REQUIREMENTS CHECKLIST

REQUIREMENT	CHECK IF SUBMITTED
FORMAT OF BID	
<ul style="list-style-type: none"> Table of Contents 	<input type="checkbox"/>
BIDDER'S QUALIFICATIONS	
<ul style="list-style-type: none"> Summary of relevant background information demonstrating minimum qualifications are met. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Copy of either <u>"Certificate of Good Standing," "Statement of Information," "Certificate of Limited Partnership" or "Registration of Foreign Limited Partnership."</u> 	<input type="checkbox"/>
STATEMENT OF WORK	
<ul style="list-style-type: none"> Quality Control Plan 	<input type="checkbox"/>
REQUIRED FORMS	
<ul style="list-style-type: none"> Exhibit 1 Bidder's Organization Questionnaire/Affidavit 	<input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 2 Certification of Compliance 	<input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 3 Request for Preference Consideration 	<input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 4 Bidder's Debarment History and List of Terminated Contracts 	<input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 5 Declaration 	<input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 6 Community Business Enterprise (CBE) Information 	<input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 7 Minimum Requirements <ul style="list-style-type: none"> ➤ Bidder's verification of the required licenses as stated in Section 3 (Bidder's Minimum Qualifications) of the IFB. ➤ Proof that Bidder's business address is in Los Angeles County 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 8 Bidder's List of References 	<input type="checkbox"/>
<ul style="list-style-type: none"> Exhibit 9 Bidder's Background and Experience 	<input type="checkbox"/>

CONTRACTS REQUIRED FORMS – EXHIBIT 11

SUBMITTAL REQUIREMENTS CHECKLIST

▪ Exhibit 10 Pricing Sheet	<input type="checkbox"/>
PROOF OF INSURABILITY	
▪ Proof that Bidder meets all insurance requirements set forth in Appendix A	<input type="checkbox"/>
CONTRACT'S STANDARD EXHIBITS	
▪ Exhibit F Contractor's Administration	<input type="checkbox"/>
▪ Exhibit H Contractor Acknowledgement and Confidentiality Agreement	<input type="checkbox"/>

Failure to complete, sign (where required) and return the above documents with the IFB may disqualify the IFB due to non-responsiveness by the County.

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

Request submitted by:

(Name)

(Title)

<i>For County use only</i>

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

Reviewed by: _____

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B DEPARTMENT FACILITY LOCATIONS
- C SAMPLE HAZARDOUS WASTE REMOVAL FORM
- D DEPARTMENT'S BEACH DRIVING AND VEHICLE OPERATION POLICY
NO. 2918
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G SAFELY SURRENDERED BABY LAW

REQUIRED TO BE COMPLETED AND INCLUDED WITH THE BID

- H CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

**LOS ANGELES COUNTY OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

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STATEMENT OF WORK ATTACHMENTS

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

1 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Contractor shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Property Damage

County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

1.3 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths or pedestrian sidewalks.

1.4 Green Initiatives

1.4.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

1.4.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

2 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule servicing of added facilities and otherwise amend and modify the Statement of Work in accordance with the County's needs.

2.2 The Department may, from time to time, close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.

2.3 The Contractor will be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.

2.4 All changes must be made in accordance with Appendix A, (Sample Contract), Section 8.1, Amendments.

3 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Administrator for review. The plan shall include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4 QUALITY ASSURANCE PLAN

The Department will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Appendix A, (Sample Contract), Section 8.15, County's Quality Assurance Plan.

4.1 General Requirements

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

4.2 Contract Discrepancy Report (Attachment I of this Exhibit A)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

- 4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

- 4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Performance Requirements

Summary, or proceed with Contract termination as provided in Appendix A, (Sample Contract), Section 8.43, Termination for Default.

4.5 Performance Requirements Summary (Attachment 2 of this Exhibit A)

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

4.5.1 Acknowledgement and Acceptance of Standards and Sums

The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

4.6 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business or contracting operating hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

- 5.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3** Preparing Amendments in accordance with Appendix A, (Sample Contract), Section 8.1, Amendments.

5.2 County Contract Administrator

- 5.2.1** The Operational Services Division Chief, or his authorized designee, shall be the Contract Administrator (CA) who shall have the authority to

act for the County in the administration of the Contract except where action of the Director is expressly required by the Contract.

5.2.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

5.2.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

5.2.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.3 Contractor's Representative

5.3.1 The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County CA or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

5.3.2 The Contractor's Representative (CR) shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

5.4 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The Contractor's Representative may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

5.5 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally by email, mail and telephone five days a week during normal business hours. Contractor's office must have at least one employee available who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

5.6 Changes of Key Personnel

The Contractor shall obtain the approval of the CA before replacing the Contractor's Representative or the supervisor. Such approval shall not be unreasonably withheld.

5.7 Contractor's Personnel

5.7.1 Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise, are subject to all rules and regulations of the facility.

5.7.2 All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.

5.7.3 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

5.8 Communication with Department

The Contractor shall return calls, texts or emails from the Department during business hours and no later than the next business day or as soon as reasonably possible if the matter is designated as urgent. The Contractor shall ensure County can access Contractor when Contractor's office is closed, by maintaining an answering service, and/or equipping the CR with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. Contractor shall answer calls received within two hours of receipt of the Department's call.

5.9 Reporting Injury, Theft, Damage or Vandalism

The Contractor's Representative shall notify the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

5.10 Reporting Emergency Repairs

The Contractor's Representative shall immediately notify the CA of any condition of the facilities requiring emergency repairs. After hours' notification shall be made to:

Edward Martinez, District Manager

Office - (310) 454-4249

Cellular - (310) 420-7378

Email: EMartinez@bh.lacounty.gov

5.11 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.12 Licenses and Credentials

Contractor must keep current and renew all licenses and credentials specified below during the Contract term. Failure to maintain current licenses will result in assessment of liquidated damages in accordance with the Performance Requirements Summary. Contractor shall provide copies of all licenses and credentials to the Department upon request.

- California Department of Motor Vehicles License with “H” designation;
- A valid Hazardous Materials Transportation License issued by the California Highway Patrol (CVC §32000.5);
- A valid Hazardous Materials Certification of Registration issued by the Department of Transportation;
- California Contractors State License Board license with hazmat designation;
- California Department of Toxic Substances Control Hazardous Waste Transporter Registration;
- Environmental Protection Agency (EPA) Identification Number; and
- EPA Acknowledgement of Notification of Hazardous Waste Activity.

5.13 Safety and Training

Observance of Applicable Rules and Requirements

- 5.13.1** Contractor and its employees shall be expected to observe all applicable California Occupational Safety and Health Agency (Cal-OSHA) Hazardous Waste Operations and Emergency Response, California Code of Regulations and the Department’s safety requirements while at the Department’s facilities.
- 5.13.2** Hard hats shall be worn by Contractor and its employees at all times. Suitable clothing, gloves and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory.
- 5.13.3** Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to perform the contract work.
- 5.13.4** Contractor shall ensure its employees are trained and equipped with all of the required safety equipment needed to work in a confined space (storm drain) area.
- 5.13.5** Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances.
- 5.13.6** Contractor’s work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities and the most economical method of disposal.
- 5.13.7** For any hazardous materials or materials generated from environmental investigations or remediation, laboratory testing shall be performed by a

qualified California state-licensed laboratory if it is mutually agreeable by both parties.

5.14 Other Duties

The Contractor shall perform other duties within the scope of the Contract as required by the Director or his authorized designee.

6 SCOPE OF SERVICES

6.1 Work Requirements

6.1.1 When work is requested, the requested work must be completed between 6 a.m. to 1:30 p.m., Monday through Friday, except County holidays at which time the service shall be done before or after such holiday.

There may be isolated instances when the Contractor may be required to work after normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the CA.

If more than one contractor is selected for these services and the lowest cost Contractor fails to respond to a request for work, the next lowest cost Contractor will be selected to perform the services. The Department does not guarantee any Contractor a minimum amount of work.

Emergent/unexpected work is excluded from the stated workdays and hours in this Section 6.1.1.

6.1.2 Upon Contract award, Contractor shall provide the Department with a list of all of the disposal and/or recycling sites to be used during the term of the Contract. Modifications to the list of disposal sites shall be first approved by the CA prior to the transportation of materials.

6.1.3 Other than prohibitions or limits imposed by Federal, State, County, or City requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pick-up and dispose.

6.1.4 Contractor shall provide advice, assistance and information regarding state agencies and their procedures for hazardous waste removal services when requested by the CA.

6.1.5 Contractor at no time shall drive on the sand and/or any County-operated beaches in accordance with Exhibit D (Department's Beach Driving and Vehicle Operation Policy No. 2918).

6.1.6 Contractor shall make all arrangements for profiling, loading, transporting and recycling materials, including laboratory material tests.

6.1.7 Contractor shall only use fully licensed and permitted recycling or disposal facilities in the performance of these Contract services.

- 6.1.8 All collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.

6.2 Request for Work

- 6.2.1 Upon telephone contact from the Department's Contract Administrator for requested services, Contractor will be required to respond within 24 hours of being contacted and be ready to perform the services at the date and time as instructed by the Contract Administrator. If the contacted Contractor does not respond within 24 hours, the County will contact another contractor to complete the work.

- 6.2.2 No work shall be performed without prior authorization from the CA.

7 SCOPE OF WORK

7.1 90-Day Roundup of Waste Materials

The 90-Day Roundup of hazardous waste materials at County sites shall occur at least every 90 days or as needed, when requested by the CA.

- 7.1.1 **Collection.** Contractor shall collect all hazardous materials at all Department service yards listed in Exhibit B (Department Facility Locations). The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- 7.1.2 **Disposal.** Contractor shall dispose of containers as well as waste materials. In the event that a drum/barrel is removed instead of vacuumed, contractor will replace with like drum/barrel. Contractor may also be requested to provide additional barrels.
- 7.1.3 **Removal.** Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediation performed by the Department. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled.
- 7.1.4 **Debris.** Contractor shall remove and dispose of all debris derived from the hazardous and/or non-hazardous material removal services specified in the Work Order from County property at its own expense.
- 7.1.5 **Disposal and Recycling.** Contractor shall dispose or recycle the containers in which the hazardous wastes were stored.
- 7.1.6 When required, Contractor is expected to load, remove and transport waste that may contain liquids. Roll-off bins or tanker tanks should be used to ensure proper storage and removal.
- 7.1.7 For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental

assessor shall test, categorize, label and package any and all unknown substances in the most economically and efficient manner possible as advised by the CA, and if mutually agreeable to both parties, laboratory testing shall be performed by a qualified California State licensed laboratory.

7.1.8 Spillage. If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense.

7.2 Cleaning/Pump Out of Clarifier Tanks

On an as-needed basis, Contractor will be required to perform cleaning and pump out of hazardous and non-hazardous wastes at Department facilities.

7.2.1 Collection and Disposal. Contractor shall collect and dispose of accumulated sand and debris in clarifier tanks at Department facilities as specified. The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.

7.2.2 Contractor shall perform as-needed removal of sand/soils that may be contaminated with petroleum hydrocarbons, semi-volatile and volatile organic compounds, pesticides/herbicides, perchlorates, or other contaminants and water that are accumulated in the clarifier tanks at Department facilities due to vehicle/equipment cleaning. Removal will usually involve the vacuuming of accumulated sand and debris from clarifier tanks.

7.2.3 Contractor shall remove and dispose of all debris derived from the hazardous and/or non-hazardous material removal services specified in the Work Order from County property at its own expense.

7.2.4 Contractor shall recycle all materials unless unique disposal situations preclude recycling.

7.2.5 When required, Contractor shall be able to remove and dispose of hazardous waste materials stored in baker tanks or roll-off bins.

7.2.6 For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental assessor shall test, categorize, label and package any and all unknown substances in the most economically and efficient manner possible as advised by the CA, and if mutually agreeable to both parties, laboratory testing shall be performed by a qualified California State licensed laboratory.

7.2.7 Spillage. If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job site to restore

them to a condition acceptable to the Department's CA at the Contractor's expense.

- 7.2.8** Contractor shall have in their possession the proper tools and/or equipment needed to open metal grates to access the clarifiers and/or sand traps. These grates may be corroded due to the marine environment and difficult to pry open.

7.3 Septic System Pump Out

On an as-needed basis, Contractor will be required to pump out and dispose of waste from septic systems at Department facilities.

- 7.3.1** Contractor shall pump out septic tanks at Department facilities as specified. The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- 7.3.2** Removal of waste will usually involve the opening of the septic systems, which may include multiple chambers for each site (e.g., septic, recirculating, and sand tanks), vacuuming of contents and loading into proper containment for transportation to authorized waste treatment facilities. Removal will likely require use of a pressure washer or similar device to break up solids to allow for complete removal of waste. Contractor may need to vacuum the same site multiple times, or use multiple waste trucks, to adequately remove all waste.
- 7.3.3** Contractor shall remove and dispose of all waste specified in the Work Order from County property at its own expense.
- 7.3.4** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense.
- 7.3.5** Contractor shall coordinate with CA to arrange for access to the specified locations and perform pump-outs during mid-week minimize interference with beach-going public.
- 7.3.6** Contractor may be required to coordinate with the Department's septic system maintenance Contractor to ensure the correct portions of the septic systems are pumped out. If Department personnel reviews the work performed and finds certain sites have not been adequately emptied, contractor will be required to return, at no additional cost to the County, and complete the pump outs before any invoices are paid.
- 7.3.7** Septic tanks and their locations that may require pump outs are noted in the table below:

	Facility Name	Address	Tanks to be Pumped
1	Dan Blocker Restroom	26200 Pacific Coast Highway Malibu, CA 90265	Pump septic: 5,670 gallons

2	Point Dume Restroom #1	6900 Westward Beach Rd, Malibu, CA 90265	Pump septic: 3,000 gallons
3	Point Dume Restroom #2	7100 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 3,000 gallons
4	Point Dume Restroom #3	7180 Westward Beach Rd Malibu, CA 90265	Pump septic: 3,000 gallons
5	Malibu Surfrider Restroom	23060 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 12,000 gallons
6	Zuma Beach Restroom #1	6799 Westward Beach Road, Malibu, CA 90265	Pump septic: 15,000 gallons
7	Topanga Beach Restroom	18720 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 8,000 gallons
8	Zuma Beach Restroom #2	29600 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
9	Zuma Beach Restroom #3	29750 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
10	Zuma Beach Restroom #4	29850 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
11	Zuma Beach Restroom #5	30056 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
12	Zuma Beach Lifeguard HQ	30050 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 6,840 gallons
13	Zuma Beach Restroom #6	30066 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
14	Zuma Maintenance Yard	30100 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 5,000 gallons
15	Zuma Beach Restroom #7	30180 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
16	Zuma Beach Restroom #8	30300 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 10,000 gallons
17	Zuma Beach Restroom #9	30490 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 10,000 gallons
18	Royal Palms Restroom	1799 W Paseo del Mar, San Pedro, CA 90732	Pump septic: 2,000 gallons

8 EMERGENT/UNEXPECTED WORK

The CA or his designee may authorize the Contractor to perform emergent/unexpected work (work outside of 90-day roundup of waste materials, cleaning/pump out of clarifier tanks or septic system pump out) when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, third-party negligence or when there is a threat to the health and safety of the public.

Emergent/unexpected work shall not commence without written authorization from the CA.

8.1.1 Emergencies

The CA may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special hazardous waste removal services. In the event of an emergency, County has the sole discretion to contact the first available Contractor able to respond within the needed timeframe. The Contractor shall make such services available within two hours of notice from the Department.

9 TYPES OF HAZARDOUS WASTE

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

1. Fuels/Lubricants
 - a. Motor Oil
 - b. Used Fuel Filters
 - c. Used Oil Rags
 - d. Gasoline or Gasoline and Water
 - e. Diesel and Emulsion
 - f. Diesel or Diesel and Water
 - g. Electrical Insulating Oil
2. Paints
 - a. Water based Paint
 - b. Oil based Paint
3. Pesticides
 - a. Herbicides
 - b. Insecticides
4. Thinners
 - a. Paint Thinner
 - b. Lacquer Thinner
5. Cleaning solvents for engine degreasing
6. Contaminated containers and solids
7. Brake Fluid
8. Antifreeze/Coolant
9. Acid
10. Miscellaneous size waste batteries
11. Fluorescent Tubes
12. Asbestos Waste Products
 - a. Asbestos and Water (Vehicle Brake Washings)
 - b. Asbestos Pipe Scrap
 - c. Pipe and Roof Shingles
 - d. Tile
 - e. Insulation
13. Asphalt Products

- a. Asphalt Cement
 - b. Emulsion
 - c. Road oil
14. Cathode Ray Tubes (CRT's)
15. Thermometers containing Mercury

10 TYPES OF NON-HAZARDOUS/HAZARDOUS WATER AND SOIL CONTAMINATION

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.
2. Volatile and semi-volatile organic compounds including benzene, toluene, ethyl benzene, xylenes, methyl tertiary butyl ether, trichloroethylene, and tetrachloroethylene.
3. Metals including antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, fluoride, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.
4. Pesticides, herbicides, perchlorate, and polychlorinated biphenyls (PCBs).
5. Sewage.
6. Sand
7. Toner cartridges.

11 FACILITIES, EQUIPMENT AND PARTS FURNISHED BY COUNTY

11.1 Storage

During the term of the Contract or any extension period, the County will not provide storage facilities for the Contractor's equipment or supplies.

11.2 Keys and Gate Cards

The County will provide the Contractor with all keys, gate cards, and parking passes that are required to gain access to the facilities. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

11.3 Entrance to Beach Maintenance Yard

Contractor will need to be escorted in and out of the Beach Maintenance Yard in Redondo Beach and at Knob Hill by County staff.

12 LOGS AND REPORTS

12.1 Contractor shall submit with its invoice an itemized account of all hazardous waste collected Exhibit C (Sample Hazardous Waste Removal Form)

- Type of hazardous waste collected;
- Number, type, quantity and unit of containers used; and
- Indicate whether the container was removed or pumped from the site.

12.2 Contractor shall provide to the CA copies of the Hazardous Waste Site Specified Manifest required to transport, store, transfer, and/or dispose of hazardous waste materials as required.

12.3 Contractor shall provide the CA with copies of all relevant paperwork such as non-hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc., when requested.

12.4 On an as needed basis, Contractor may be required to compile data and produce quarterly and annual reports for septic system work performed and upload reports to the State Water Resources Control Board's data management.

CONTRACT DISCREPANCY REPORT**TO:** _____**DATE ISSUED:** _____**DATE DUE:** _____**CONTRACT SERVICE:** _____**CONTRACT NUMBER:** _____**DISCREPANCY PROBLEMS:**

CONTRACTOR RESPONSE:

CONTRACTOR ACKNOWLEDGEMENT:

Signature of Contractor Representative: _____ Date: _____

Signature of County Contract Administrator/Monitor: _____ Date: _____

*For County Use Only***COUNTY EVALUATION OF CONTRACTOR RESPONSE:**Satisfactory: Yes ☐ No ☐ Follow-Up Needed: Yes ☐ No ☐ Action Completed: Yes ☐ No ☐**COUNTY ACTIONS:**

Signature of County Contract Administrator/Monitor_____
Date

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: SUB-SECTION 5.8 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month.	Review of Invoices	\$100 per occurrence
SAMPLE CONTRACT: SUB-SECTION 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
SAMPLE CONTRACT: SUB-SECTION 8.24 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor shall maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
SAMPLE CONTRACT: SUB-SECTION 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-6, Contractor's EEO Certification.	Inspection of Files	\$50 per occurrence
SAMPLE CONTRACT: SUB-SECTION 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified.	Inspection of Files	\$150 per occurrence
SAMPLE CONTRACT: SUB-SECTION 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation	\$500 per occurrence
STATEMENT OF WORK: SECTION 4 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond to Contract Discrepancy Report within three working days.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.3.1 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as Contractor's Representative.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.4 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.7.1 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's employees shall conduct themselves in a reasonable manner at all times	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.8 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall return calls or emails from the Department no later than the next business day.	Observation & Documentation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-SECTION 5.12 – SCOPE OF SERVICES	Contractor shall maintain all required licenses and certifications	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.13 – <i>SAFETY AND TRAINING</i>	Contractor shall observe all safety and training requirements	Inspection & Observation	\$150 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.1. – SCOPE OF SERVICES	Contractor shall perform requested work during required work hours	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.1.2 – <i>SCOPE OF SERVICES</i>	Contractor shall provide Department with a list of all disposal and/or recycling sites to be used during the Contract	Observation & Documentation	\$150 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.2. – SCOPE OF SERVICES	Contractor shall respond to requests for work within 24 hours of being contacted.	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 7 – <i>SCOPE OF WORK</i>	Contractor shall perform all services as stated in Section 7.	Inspection & Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 8.0 – <i>EMERGENT/UNEXPECTED WORK</i>	Contractor shall provide emergent/unexpected work as requested and authorized by the CA.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-SECTION 11.2 – <i>FACILITIES AND EQUIPMENT</i>	Contractor shall report any lost or stolen keys or gate cards within 24 hours of its discovery.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-SECTION 12 – <i>LOGS AND REPORTS</i>	Contractor shall return all logs and reports as specified in Section 13.	Inspection & Observation	\$150 per occurrence

EXHIBIT B - DEPARTMENT FACILITY LOCATIONS

<u>Marina del Rey</u>
Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person: Jose Bedolla
424.526.7861 - Office
310.901.9116 - Cell

<u>Central District</u>
Venice Maintenance Yard
2300 Ocean Front Walk
Venice, CA 90291
Contact Person: Steven Christopher
310.827.4873 - Office
310.420.6124 - Cell
District Manager: John Carey Skinner
310.350.4435 - Cell

<u>Southern District</u>
Manhattan Beach – Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person: Angelica Carino
310.546.8500 - Office
310.420.6498 - Cell
District Manager: Darryl Pittman
310.901.3602 - Cell

<u>Central District</u>
Dockweiler Beach
8255 Vista del Mar
Playa del Rey, CA 90292
Contact Person: David Arai
310.823.3744 - Office
310.420.7284 - Cell
District Manager: John Carey Skinner
310.350.4435 - Cell

<u>Southern District</u>
Redondo Beach – Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person: Art Avalos
310.543.1967 - Office
310.420.4293 - Cell
District Manager: Darryl Pittman
310.901.3602 - Cell

<u>Northern District</u>
Will Rogers Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person: Javier Castro-Gallegos
310.454.7962 - Office
909.268.7579 - Cell
District Manager: Edward Martinez
310.420.7378 - Cell

<u>Southern District</u>
Redondo Beach Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person: Carlos Rosales
424.526.7921 - Office
310.902.9804 - Cell

<u>Northern District</u>
Zuma Beach Maintenance Service Yard
30100 Pacific Coast Highway
Malibu, CA 90265
Contact Person: Kristian Thomas
310.457.2009 - Office
310.420.6254 - Cell
District Manager: Edward Martinez
310.420.7378 - Cell

REMOVAL OF HAZARDOUS WASTE

DESCRIPTION	CONTAINERS		TOTAL QUANTITY	UNIT (Weight/Volume)	REMOVE/PUMP	TOTAL PRICE*
	# of containers	Type				
Example: Waste paint	2	Metal Drum	20	Gallons	Remove	\$1.00
*TOTAL MAXIMUM COMPENSATION:						\$

* **Total Maximum Compensation** must be in accordance with rates provided on the associated Work Order and Contractor's rates as provided in Exhibit 10 (Pricing Sheet).

Date Work Order Received: _____

Date Services Completed: _____

Contract No. _____

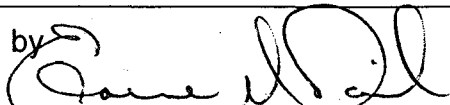
CONTRACTOR (signature)

Name: _____

Title: _____

Date: _____

Exhibit D

	DEPARTMENT OF BEACHES AND HARBORS BEACH DRIVING AND VEHICLE OPERATION	Policy No. 2918 Date 8-30-99
Page 1 of 5	Approved by 	Date of last revision: 7-30-01

SUBJECT: BEACH DRIVING AND VEHICLE OPERATION

1.0 INTRODUCTION/PURPOSE

The purpose of this Policy/Procedure is to establish guidelines for safe driving on County-owned or operated beaches, bike paths, and parking lots.

2.0 POLICY

- 2.1 All beach patrons have the right-of-way on beaches, bike paths, and parking lots.
- 2.2 The maximum speed while driving on the beach or in the parking lots is 10 M.P.H., and only when conditions allow. The maximum speed while driving on the bike path is 5 M.P.H., and only when conditions allow.
- 2.3 The Facilities and Property Maintenance Division (FPM) is responsible for off-highway and mileage vehicles on beaches, bike paths, and parking lots. Off-highway vehicles are defined as dump trucks, trash trucks, tractors, self-propelled sanitizers, water trucks, wheel loaders, and tracklaying equipment. Mileage vehicles are defined as pick-up trucks, sports utility vehicles, vans, and stake bed trucks.
- 2.4 Employees holding the positions of Power Equipment Operator and Utility Tractor Operator are required to maintain a valid Class "A" California Driver License. Refuse Truck and Medium Truck Drivers are required to maintain a valid Class "B" California Drivers License. Mileage vehicle drivers are required to maintain a valid Class "C" California Driver License.
- 2.5 Heavy equipment operators are required to wear earmuffs to mitigate the noise level(s) generated during vehicle operation. Usage of audio headphones is not permitted.
- 2.6 Employees whose positions require driving off-highway or mileage vehicles on beaches, bike paths, and parking lots are required to attend Department-sponsored driving programs each year.
- 2.7 Employees are forbidden to drive under the influence of alcohol and/or drugs. The use of prescribed drugs to such an extent that safe and effective performance is impaired is also prohibited (see Department Policy #2117).
- 2.8 Off-highway or mileage vehicles may be used on County business only and not to transport unauthorized persons, materials, or equipment.

- 2.9 Employees shall wear seat belts while operating an off-highway or mileage vehicle.
- 2.10 Employees are required to follow defensive driving practices established for their protection and that of fellow employees and the public.
- 2.11 All vehicles shall have back-up alarms, with no exceptions. If a vehicle's back-up alarm is not working, the vehicle shall not be driven.
- 2.12 Vehicles shall not drive on man-made sand berms.

3.0 PROCEDURES

3.1 Driving on the beach

- 3.1.1 Employees are required to inspect the off-highway or mileage vehicle prior to driving and report to their immediate supervisors evidence of vandalism or accident damage to the vehicle and/or evidence of any mechanical defect that could impair the safe operation of the vehicle (refer to Department Policy #2914 for preventative maintenance program). If the vehicle is potentially unsafe, it should not be driven, and its condition should be reported to the immediate supervisor.
- 3.1.2 Tire pressure for driving vehicles on the sand shall range between 18 psi and 20 psi and shall be maintained until inflation is required for highway driving.
- 3.1.3 When the vehicle is parked, an orange safety cone should be placed approximately five (5) feet both in front and behind the unit's bumpers. This will force the driver to walk around the vehicle before operating it, in order to notice any obstacles or people around the unit.
- 3.1.4 Operators and drivers must report, in writing, all mechanical defects noted during the vehicle operation. Stop driving immediately when: (1) the engine overheats; (2) it has a flat tire; (3) there is no steering; or (4) there is a fire.
- 3.1.5 Man-made and natural sand berms.
 - 3.1.5.1 Vehicles shall not drive on man-made sand berms. Operators and drivers shall use extreme caution when driving through the access voids of man-made berms and shall repeatedly apply their horns while entering and exiting the site.
 - 3.1.5.2 Vehicles shall avoid ascending or descending natural berms. There can be a drop where the sand has eroded or been cut off by the surf. If a natural berm must be ascended, the driver should stop the vehicle, survey the area, and proceed only when safe.
 - 3.1.5.3 When ascending or descending a natural berm, do not drive

straight up or down the berm. Instead, the driver should position the vehicle at a 45-degree angle, ensuring that the uphill portion of the berm is on the driver's side.

- 3.1.5.4 Be aware of children playing near or around berms. Always check visibility from inside the vehicle at the top of the natural berm before beginning a descent.
- 3.1.6 Vehicle backing up shall be avoided whenever possible. If backing up is unavoidable, the driver should have a co-worker stand behind the vehicle to guide the vehicle back. If driving alone, the driver should employ other options such as: proceeding forward and turning around, or getting out of the vehicle, checking the area, and backing up slowly using extreme caution.
- 3.1.7 Driving on a jetty without a co-worker who can stand behind the vehicle and guide it when the driver backs up is prohibited.
- 3.1.8 Extreme caution must be exercised while driving on the beach. Beach patrons may not be aware of a vehicle's presence. Small children tend to run in front of the unit, and caretakers have a tendency to bolt in front of the unit to protect the child.
- 3.1.9 Storm drains also present driving hazards. Ascending or descending a drainage ditch should not be attempted unless the driver can clearly see that no one is in the vehicle's path. The vehicle should be positioned so that any attempt will be at a slight angle. Ditches and running storm drain water are notorious for soft sand. These areas should be avoided as much as possible, since it is easy to get stuck in the sand. Driving through water should be avoided to the extent possible.
- 3.1.10 Under normal weather conditions, vehicles on the sand shall not travel at an unsafe speed. Maximum speed is ten (10) M.P.H. for all vehicles except for trash trucks and dump trucks which shall not exceed 15 M.P.H.
- 3.1.11 When traveling past pier pilings or other obstructions, a driver should be particularly careful about viewing the area given that such obstructions will hamper the driver's ability to see. Children darting from crowds or covered by sand are of particular concern.
- 3.1.12 When driving on the beach, driving over boards or any other objects shall be avoided.
- 3.1.13 Whenever operating an off-highway or mileage vehicle, the operator is responsible for maintaining the headlights in the "on" position.
- 3.1.14 When operating a vehicle at night, the operator should drive on the hard sand closest to the shoreline and use the vehicle's high beams and headlights to locate holes and drainage ditches, as well as beach patrons.

3.2 Shifting into four-wheel drive

- 3.2.1 Vehicle operators should enter four-wheel drive when leaving the hard top, being certain to shift into the "H" range from wheel drive.
- 3.2.2 The correct procedure for shifting from two-wheel to four-wheel drive is to stop the vehicle, maintain the wheels in a straight (not turned) position, and shift gear into four-wheel drive before continuing to drive forward. Locking hubs are automatic.
- 3.2.3 To shift from four-wheel to two-wheel drive, stop the vehicle, shift gear to two-wheel drive, and drive in reverse for one meter (approximately 3 feet) to unlock the hubs. After a click is heard, the driver may proceed forward. When backing up, a co-worker, if present, should stand behind the vehicle to guide the driver.

3.3 Vehicle stuck in the sand

- 3.3.1 If a vehicle is bogged down in the sand, the driver should slow down using a lower gear and rock forward and backward. Once the vehicle starts to move, even accelerator pressure should be used to proceed safely.
- 3.3.2 The gas pedal should not be punched while trying to free a vehicle from the soft sand and/or a rut. If progress is not being made, some air pressure from the tires should be relieved. Be sure to restore the tire pressure later.

3.4 Driving on the bike bath

- 3.4.1 The bike path should be driven on only when safe at a maximum speed of 5 M.P.H. While driving on the bike bath, vehicle flashers and headlights shall be on.
- 3.4.2 All drivers shall stop their vehicle and look in both directions before crossing the bike bath. Proceed only when safe, and maintain a distance of at least three car lengths between the vehicle and the next moving object (pedestrian, cyclist, roller skater, etc.)
- 3.4.3 Off-highway and mileage vehicles are permitted to cross the bike path only when safe and when there is no other beach access available.
- 3.4.4 The Department's beach restroom cleaning contractor is the only private contractor permitted to use the bike path at Torrance and Redondo Beaches between the hours of 12:00 midnight and 6:00 a.m. when conditions allow and it is safe.
- 3.4.5 All vehicles are restricted from using any of the vehicle ramps at Torrance and Redondo Beaches. Vehicles and equipment must enter and exit from the Redondo Pier Bike Path at Torrance Blvd.

3.5 Driving in County Parking Lots

- 3.5.1 Maintain a safe speed of no more than 10 M.P.H. Be aware of people, animals, and foreign objects.

APPROVED:



Director or Authorized Representative

8-7-2001

Date

EMcD:gs
Attachments
PP2918

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:	Carol Baker
Title:	Deputy Director
Address:	13837 Fiji Way
	Marina del Rey, CA 90292
Telephone:	(424) 526-7774
Email Address:	CBaker@bh.lacounty.gov

COUNTY'S CONTRACT ADMINISTRATOR

Name:	Kenneth Foreman
Title:	Division Chief
Address:	13483 Fiji Way, Trailer #1
	Marina del Rey, CA 90292
Telephone:	(424) 526-7840
Email Address:	KForeman@bh.lacounty.gov

Name:	
Title:	Assistant Division Chief
Address:	13483 Fiji Way, Trailer #1
	Marina del Rey, CA 90292
Telephone:	(424) 526-7841
Email Address:	@bh.lacounty.gov

Name:	
Title:	Administrative Services Manager I
Address:	13483 Fiji Way, Trailer #1
	Marina del Rey, CA 90292
Telephone:	(424) 526-7846
Email Address:	@bh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
**SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____
