



# **DEPARTMENT OF BEACHES & HARBORS**

## **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

Prepared By  
County of Los Angeles

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#### APPENDICES

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

## 1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

|                                                           |                                                                                                       |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>RFSQ Release Date</b>                                  | June 25, 2026                                                                                         |
| <b>RFSQ Contact</b>                                       | Jean Dao, via email:<br>Contracts@bh.lacounty.gov                                                     |
| <b>Solicitation Requirements Review (SRR) Request Due</b> | July 09, 2026, 5:00pm PST                                                                             |
| <b>Written Questions Due</b>                              | July 09, 2026, 5:00 pm PST                                                                            |
| <b>Questions and Answers Released via Addendum</b>        | July 16, 2026                                                                                         |
| <b>SOQ's Due</b>                                          | July 23, 2026, 5:00 pm PST                                                                            |
| <b>Anticipated Master Agreement Term</b>                  | Three years with four one-year renewal options. Please see Sub Paragraph 2.5 for further information. |
| <b>Minimum Mandatory Requirements (MMRs)</b>              | Please see Paragraph 3.0 (Proposer's Minimum Mandatory Requirements)                                  |

## 2.0 GENERAL INFORMATION

### 2.1 Scope of Work

The County of Los Angeles (County) Department of Beaches & Harbors (Department) is seeking qualified companies to enter into Master Agreements with the County to provide as-needed hazardous waste removal services.

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

- Assist with the legal pick-up, removal, transportation, and disposal of Department generated, abandoned hazardous and contaminated non-hazardous waste, and materials from various sites, facilities, and storm drains located in County, along with contaminated ocean water in Marina del Rey harbor;
- Perform a quarterly “roundup” of waste materials at multiple sites within the County, on a periodic and as-needed basis, when notified by the Department’s Contract Monitor;
- Periodically clean and pump out clarifier tanks; and
- Provide removal of hazardous waste in emergent situations.

Contractor(s) should also ensure that their employees are trained and equipped with all of the required safety equipment needed to work in confined areas (e.g., storm drains).

Qualified Vendors may submit a Statement of Qualifications (SOQ) for the requested services, provided the minimum qualifications prescribed in this RFSQ are met.

### 2.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

- 2.2.1** Specifies the Vendor’s minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- 2.2.2** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- 2.2.3** Explains how the SOQ will be reviewed, selected and qualified.
- 2.2.4** The following Appendices are included in the RFSQ:
  - A Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
  - B Required Forms:** Forms contained in this section must be completed and included in the SOQ.

**C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.

**2.3 Terms and Definitions**

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Master Agreement), Paragraph 2.0 (Definitions).

**2.4 Master Agreement Process**

The objective of this RFSQ process is to secure one or more qualified Vendors to provide as-needed hazardous waste removal services. Specific tasks, deliverables, etc., will be determined at the time the Department requests Work Order bids.

**2.4.1** Master Agreements will be executed with all Vendors determined to be qualified and who meet the minimum mandatory requirements in Section 3.0 below.

**2.4.2** Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions to provide as-needed hazardous waste removal services under Work Orders to be issued by County. Work Orders will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

**2.4.3** Emergency services required by the County are defined as any needed services that threaten the safety of the public or property and immediate attention is required. County has the sole discretion to issue a Work Order to the first available Contractor able to respond to an emergency based on the needs of the County.

**2.4.4** The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant or guarantee that County will utilize any particular Contractor's services or any services at all, during the term of the Master Agreement.

**2.5 Master Agreement Term**

It is anticipated that the Master Agreement recommended to the Board of Supervisors (Board) will be for a period of three years with four one-year renewal options. Renewal options may be exercised with each Contractor at the sole discretion of the Director.

County will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify Vendors up until six (6) months of agreement expiration. The County will have the right to reject SOQs. The Master Agreement will become effective upon the date of its execution by the Director of Beaches and Harbors or designee and expire three (3) years after execution, unless sooner extended or terminated.

## **2.6 Indemnification and Insurance**

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

## **3.0 MINIMUM MANDATORY REQUIREMENTS**

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

- 3.1** Vendor must have and be able to demonstrate a minimum of five (5) years' continuous experience in the removal of hazardous materials for public and/or private sector entities.
- 3.2** Vendor's Contract Project Manager must have at least three (3) years' experience relating to the scope of work included in this RFSQ.
- 3.3** Vendor must include verification of the following documents with its SOQ. The name on the licenses/documents must be the vendor's organization's name.
  - 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;
  - County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit;
  - Environmental Protection Agency (EPA) Identification Number; and
  - EPA Acknowledgement of Notification of Hazardous Waste Activity.
- 3.4** Vendors must complete and return the required Exhibits 1 - 14 found in Appendix B (Required Forms) with the SOQ.
- 3.5** If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Vendor must not have unresolved questioned costs identified by the A-C in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County

department and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Vendor may not use subcontractor's experience to meet the Minimum Mandatory Requirements listed above.

## **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **4.1 Representations Made Prior to Master Agreement Execution**

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

### **4.2 County's Right to Amend Request for Statement of Qualifications**

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

### **4.3 County's Option to Reject SOQs**

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

### **4.4 Background and Security Investigations**

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

### **4.5 Director to Interpret RFSQ**

Should there be any uncertainty, ambiguity, or discrepancy in the terms of the RFSQ or any dispute about their meaning or applicability, the Director will be consulted and will interpret them. The Director's interpretation will be binding upon all parties. Should any Vendor rely on any provision of the RFSQ that is alleged or

determined to be uncertain or ambiguous without referring the matter for resolution to the Director, the Vendor does so at his or her own risk.

## **5.0 NOTIFICATION TO VENDORS**

### **5.1 Public Records Act**

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

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

### **5.2 Contact with County Personnel**

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

Jean Dao, Contracts Administrator

[Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)

As-Needed Hazardous Waste Removal Services RFSQ (in subject line)

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

### **5.3 Mandatory Requirement to Register on County's WebVen**

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

## **5.4 Protest Process**

**5.4.1** Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

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

### **5.4.3 Grounds for Review**

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

**5.4.3.1** Solicitation Requirements Review (Referenced in Paragraph 9.1)

**5.4.3.2** Disqualification Review (Referenced in Paragraph 9.2)

## **5.5 Conflict of Interest**

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

## **5.6 Determination of Vendor Responsibility**

**5.6.1** A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.

**5.6.2** Vendors are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any Master Agreements, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no

knowledge will not be the basis of a determination that the Vendor is not responsible.

**5.6.3** The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

**5.6.6** These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

## **5.7 Vendor Debarment**

**5.7.1** Vendor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which

indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

**5.7.2** These terms will also apply to proposed subcontractors of Vendors on County contracts.

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

## **5.8 Improper Considerations**

### **5.8.1 Attempt to Secure Favorable Treatment**

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

### **5.8.2 Notification to County**

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

### **5.8.3 Form of Improper Consideration**

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

## **5.9 County Lobbyist Ordinance**

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance

is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Vendor is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

## **5.10 Consideration of GAIN/START Participants for Employment**

**5.10.1** As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**5.10.2** Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

## **5.11 Jury Service Program**

**5.11.1** The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

**5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective

bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### **5.12 Pending Acquisitions/Mergers by Proposing Company**

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

#### **5.13 Intentionally Omitted**

#### **5.14 Defaulted Property Tax Reduction Program**

**5.14.1** The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") [Los Angeles County Code, Chapter 2.206](#). Prospective Contractors should reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

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

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

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

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

**5.15.2** Vendors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

## **5.16 Intentionally Omitted**

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

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

**5.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

## **5.18 Intentionally Omitted**

## **5.19 Prohibition from Participation in Future Solicitation(s)**

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A

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

## **5.20 Community Business Enterprise (CBE) Participation**

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

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

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

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

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

## **5.21 Contribution and Agent Declaration**

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the

pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Vendor or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 Overview of County's Preference Programs**

- 6.1.1** The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at: [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 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** In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).

- 6.2.2** To apply for certification as an LSBE, businesses should contact DEO at [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).
- 6.2.3** Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the County with their bid.
- 6.3 Social Enterprise (SE) Preference Program**
- 6.3.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.3.2** To apply for certification as an SE, businesses should contact DEO at [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).
- 6.3.3** Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the County with their bid.
- 6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**
- 6.4.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 6.4.2** The business must be certified by the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).
- 6.4.3** Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their DVBE certification approval letter from the County with their bid.

## **6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program**

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

## **7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS**

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

### **7.1 Truth and Accuracy of Representations**

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

### **7.2 Vendors' Questions**

**7.2.1** Vendors may submit written questions regarding this RFSQ by e-mail to the individual identified below. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

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

**7.2.3** Questions should be addressed to:

Jean Dao, Contracts Administrator  
[Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)

As-Needed Hazardous Waste Removal Services RFSQ (in subject line)

### **7.3 Intentionally Omitted**

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

One SOQ must be submitted via electronic mail (e-mail) to: [Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov) by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

Any SOQ that deviates from this format may be rejected without review at the County's sole discretion. All SOQs and documents must be typewritten in the English language and prepared using at least a 10-point font.

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

- Cover Page
- Table of Contents
- Executive Summary
- Required Forms
- Proof of Insurability
- Proof of Licenses

#### **7.4.1 Cover Page**

Vendor must identify the RFSQ by title, firm's name and address, and the name, telephone number, fax number, and e-mailed address of the person authorized to make representations for the Vendor and commit the Vendor to a Contract.

#### **7.4.2 Table of Contents**

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

#### **7.4.3 Executive Summary**

Vendor must provide a summary of its SOQ including a broad understanding of the Vendor's approach, qualifications, experience and staffing. The summary must include relevant background information to demonstrate that the Vendor meets the minimum mandatory requirements stated in Paragraph 3.0 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

#### **7.4.4 Required Forms**

Include all forms identified in Appendix B – Required Forms:

##### **7.4.4.1 Exhibit 1 - Organization Questionnaire/Affidavit**

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

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

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

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the SOQ:

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

**Limited Partnership:**

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

**Pending Litigation and Judgments**

The County will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor. Failure to submit or fully complete this request may be grounds for disqualification.

#### **7.4.4.2 Exhibit 2 - Certification of Compliance**

Vendor certifies compliance with all programs, policies, and ordinances by completing Certification of Compliance (Exhibit 2).

#### **7.4.4.3 Exhibit 3 - Request for Preference Consideration**

Vendors requesting preference consideration must complete Request for Preference Consideration (Exhibit 3).

#### **7.4.4.4 Exhibit 4 - Debarment History and List of Terminated Contracts**

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past five (5) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

#### **7.4.4.5 Exhibit 5 - Community Business Enterprise (CBE) Information**

Vendor must complete Community Business Enterprise (CBE) Information (Exhibit 5).

#### **7.4.4.6 Exhibit 6 - Minimum Mandatory Requirements and Category Submittal**

County will review the Vendor's Required Forms and determine if the Vendor meets the minimum mandatory qualification as outlined in Paragraph 3.0 of this RFSQ. Failure of the Vendor to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

#### **7.4.4.7 Exhibit 7 - List of Public Entities**

Vendor must complete the List of Public Entities (Exhibit 7) in Appendix B (Required Forms) where the same or similar scope of services was provided. The listing must include all contracts with public entities for the last five years. Use additional sheets if necessary.

#### **7.4.4.8 Exhibit 8 - List of References**

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number

for each reference is accurate. The same references may be listed on Exhibit 8 (List of References) of Appendix B (Required Forms).

Vendor must provide a minimum of five (5) references where the same or similar scope of services was provided to demonstrate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.0 (Minimum Mandatory Requirements) of this RFSQ.

Vendor may provide five (5) additional references in the event that a reference is non-responsive. Vendor's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) Proposer may use additional sheets, if necessary.

County may disqualify a Vendor if:

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

#### **7.4.4.9 Exhibit 9 - Contribution and Agent Declaration Form**

The Levine Act (Government Code Section 84308) requires vendors to disclose information about contributions made. Vendors must complete the Contribution and Agent Declaration Form (Exhibit 9).

#### **7.4.4.10 Exhibit 10 - Vendor's Qualifications**

Demonstrate that the Vendor's organization has the experience to perform the required services. Include the following:

- Background - A summary of relevant background experiences and information that the Vendor meets the minimum mandatory qualifications stated in Paragraph 3.0;
- Experience - 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;

- Training - 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 (5) years;
- Licenses/Certificate;
- Location of office of operation;
- Number of full-time workers employed;
- Attach an organizational chart, description of size and organizational structure of firm;
- Attach a copy of California Business License; and
- Evidence of insurability

#### **7.4.4.11 Exhibit 11 - Vendor's Staffing and Work Plan**

Vendor must submit a Staffing and Work Plan (Exhibit 11) with a listing of staff who will be providing the Master Agreement services, including the following:

- Resumes of Vendor and Vendor's staff, including experience of key employees who will be responsible for planning, supervising, and inspecting the work for the Master Agreement;
- A narrative discussion of Vendor's approach to the services to be provided and how the experience of Vendor's staff is specifically related to the services Vendor is qualifying for as described in Exhibit F – Description of Services.
- Describe Vendor's Work Plan for the removal of various types of hazardous waste as described in Exhibit 11 – Vendor's Staffing and Work Plan.
- Describe Vendor's ability to respond to non-emergent and emergent requests from the Department.
- Provide a list of recycling or disposal facilities to be used during this Master Agreement.

#### **7.4.4.12 Exhibit 12 - Quality Control Plan**

Vendor must complete a comprehensive Quality Control Plan (Exhibit 12) to be utilized by the vendor as a self-monitoring tool to ensure the required services are provided.

#### **7.4.4.13 Exhibit 13 – Submittal Requirements Checklist**

The Vendor must complete and return the Submittal Requirements Checklist. (Exhibit 13).

#### **7.4.4.14 Exhibit 14 – Declaration**

The Vendor must complete and return the sign Declaration (Exhibit 14).

#### **7.4.4.15 Contractor's Administration**

The Vendor must complete Contractor's Administration, Exhibit B, and designate the Contractor's Project Manager, who will be responsible for overall management and coordination of Contract work and any authorized officials of the Contractor.

#### **7.4.4.16 Signature Page of Master Agreement**

Vendor must sign and include the signature page of the Master Agreement with its SOQ submittal.

#### **7.4.4.17 Acknowledgement of Addenda Received**

Vendor must acknowledge any addenda received in accordance with Paragraph 4.2 of the RFSQ.

### **7.4.5 Proof of Insurability**

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

### **7.4.6 Proof of Licenses**

Vendor must furnish a copy of all applicable licenses.

## **7.5 SOQ Submission**

SOQs must be submitted as follows:

The SOQ must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail), in PDF format, as follows:

**To:** [Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)

**Subject:** SOQ for As-Needed Hazardous Waste Removal Services - RFSQ

No hard copies delivered in person or facsimile (faxed) responses will be accepted. SOQs must be emailed as an Adobe Portable Document (PDF) attachment, in searchable format by deadline date and time. Please note, each email attachment file size is limited to 32.5 MB per email, therefore if necessary, multiple emails will be accepted. All SOQ documentation must be attached, not linked.

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. Submitting vendors must bear all risks associated with delays in delivery.

All SOQs will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the initial qualification date or date of submission if submitted after the initial qualification date.

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

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

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

#### **7.7 SOQ Withdrawals**

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the Director or designee of the department.

### **8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

#### **8.1 Review Process**

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

##### **8.1.1 Adherence to Minimum Mandatory Requirements**

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

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

## **8.1.2 Vendor's Qualifications**

County's review will include the following:

**8.1.2.1** Vendor's Background and Experience as provided in the SOQ and Exhibit 10 of Appendix B (Required Forms).

**8.1.2.2** Vendor's References as provided in Exhibit 8 of Appendix B (Required Forms). The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

**8.1.2.3** A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Exhibit 1 of Appendix B (Required Forms).

## **8.1.3 Required Forms**

All forms listed in Paragraph 7.4.4 (Required Forms) must be included in Appendix B of the SOQ.

## **8.1.4 Proof of Insurability**

Review the proof of insurability provided in the SOQ.

## **8.1.5 Proof of Licenses**

Review the proof of licenses provided in the SOQ.

## **8.2 Selection/Qualification Process**

The Department will generally select Vendors that have experience in providing a broad range of as-needed hazardous waste removal services. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

## **8.3 Master Agreement Award**

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

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

## **9.0 PROTEST PROCESS OVERVIEW**

### **9.1 Solicitation Requirements Review**

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

- 9.1.1** The request for a SRR is made within ten (10) business days of 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 SOQ;
- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts that either:
  - 9.1.4.1** application of the Minimum Mandatory 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 Vendor.

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

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

### **9.2 Disqualification Review**

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

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

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

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

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

## **APPENDIX A**



### **MASTER AGREEMENT**

### **BY AND BETWEEN**

### **COUNTY OF LOS ANGELES**

### **AND**

### **(CONTRACTOR)**

### **FOR**

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

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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS  
MASTER AGREEMENT PROVISIONS  
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS  
MASTER AGREEMENT PROVISIONS  
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

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**EXHIBITS**

- A County's Administration
- B Contractor's Administration
- C Work Order Forms

**Forms Required for Each Work Order Before Work Begins**

- D1 Certification of Employee Status
- D2 Certification of No Conflict of Interest
- D3 Contractor Acknowledgement and Confidentiality Agreement
  
- Exhibit E Department Facility Locations
  
- Exhibit F Description of Services
  
- Exhibit G Department's Beach Driving and Vehicle Operation Policy No. 2918

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

---

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

This Master Agreement and Exhibits were made and entered into on **Enter Date** (**"Execution Date"**), by and between the County of Los Angeles, hereinafter referred to as "County," and **Contractor Name**, hereinafter referred to as "Contractor", 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 Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

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

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits.

### EXHIBITS:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Work Order Forms
- Exhibit D **Forms Required for Each Work Order Before Work Begins**
  - D1 Certification of Employee Status
  - D2 Certification of No Conflict of Interest
  - D3 Contractor Acknowledgement and Confidentiality Agreement

### Reference Materials

- Exhibit E Department Facility Locations
- Exhibit F Description of Services
- Exhibit G Department's Beach Driving and Vehicle Operation Policy No. 2918

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard 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.

- 2.1.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.1.2 Board, Board of Supervisors:** The Board of Supervisors County of Los Angeles.
- 2.1.3 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.4 County:** The County of Los Angeles.
- 2.1.5 County Counsel:** The Los Angeles County office of the County Counsel.
- 2.1.6 County's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.7 County's Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.1.8 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement and responsible for coordinating and monitoring the Work Order.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Beaches and Harbors, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.
- 2.1.12 Emergency:** Emergency services required by the County are defined as any needed service that threatens the safety of the public or property and immediate attention is required.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

- 2.1.15 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.
- 2.1.16 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.17 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.18 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.19 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.
- 2.1.20 Vendor(s):** The Vendor(s) whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.
- 2.1.21 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Work Orders will generally conform to Exhibit C, which describes work to be performed either on a time and materials basis or on a fixed price per work order as determined by County. Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed price per work order, subject to the Total Maximum Compensation specified in each individual Work Order. Work orders may be awarded by the length of projects.

- 3.3** Should the County require emergency services (as defined in Paragraph 2.0), County has the sole discretion to issue a Work Order to the first available, lowest cost Qualified Contractor able to respond within the timeframe based on the needs of the County.
- 3.4** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.5** County procedures for issuing and executing Work Orders are as set forth in this Paragraph. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to Master Agreement Qualified Contractors being solicited on the basis of demonstrated qualifications as set forth in the Contractor's Statement of Qualifications and/or other additional materials, if requested by the County. Each interested Qualified Contractor must submit a bid to the County within the timeframe specified in the Work Order. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. The County will execute the Work Order with the lowest cost Qualified Contractor unless the Work Order specifies bid evaluation criteria other than lowest cost. Should the County require emergency services, County has the sole discretion to issue a Work Order to the first available, lowest cost Qualified Contractor able to respond within the timeframe specified in the Work Order. It is understood by Contractor that County's process to award work may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. County, in its sole discretion, may select a bid it deems to be in the overall best interest of the County.
- 3.6** County estimates that selection of any Contractor will occur within seven (7) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director or designee.
- 3.7** In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.41 (Termination for Default).
- 3.8** County reserves the right to match potential projects and needs to firms based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis.

- 3.9** County reserves the right, in its sole discretion, to cancel a Work Order solicitation at any point in the Work Order solicitation process. At no time will any Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order solicitation.

## **4.0 TERM OF MASTER AGREEMENT**

- 4.1** The term of this Master Agreement will be three (3) years commencing after execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on three (3) years after execution, unless sooner extended or terminated, in whole or in part, as provided herein.

- 4.2** The County will have the sole option to extend the Master Agreement term for up to four (4) additional one-year periods for a maximum total Master Agreement term of seven (7) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

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

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

### **4.4 Extension to Complete Work Orders**

The Director may extend the Master Agreement term or any optional Master Agreement year on a month-to-month basis subject to the Master Agreement's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Master Agreement term or optional Master Agreement Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which will be effective only if executed in writing by the Director or Chief Deputy.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend

some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum. The County may, at its discretion, expend any portion, all or none of the Contract Sum. However, aggregate annual payments from the Contract Sum for As-Needed Hazardous Waste Removal services may exceed the Contract Sum to the extent that funding is due from or held by approved use of prior year surplus funding, the Marina Accumulative Capital Outlay fund, Departmental Trust Fund Accounts, a new or existing Capital Project, another County department, a lessee or other third party to reimburse or address payments due from the Department of Beaches and Harbors and/or County for its As-Needed Hazardous Waste Removal services, except that such work performed must be limited to Marina del Rey and/or beaches owned, controlled or managed by County of Los Angeles.

## **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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

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

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

## **5.4 Invoices and Payments**

- 5.4.1** The Contractor will invoice the County only for providing the tasks, deliverables, goods, services and other work as specified in an assigned Work Order issued under this Master Agreement.
- 5.4.2** Payment for all work will be subject to the Total Maximum Compensation specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

**5.4.3** County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

**5.4.4** 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.

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

**5.4.6 Submission of Invoices**

The Contractor must submit invoice(s) to the Department by the 15<sup>th</sup> of the month following the month work was performed. The Contractor must submit two (2) copies of each invoice. Each invoice submitted must identify:

- County Work Order number and Contractor's Master Agreement;
- Contractor's name, address, and phone number;
- Period of performance of work being invoiced (i.e. dates, hours, and work performed);
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- Copy of Work Order; and
- The total amount of the invoice.

**5.4.7 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

**5.4.8 Preference Program Enterprises – Prompt Payment Program**

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

## **5.5 Unresolved Disallowed Costs**

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

## **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1** 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).
- 5.6.2** 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.
- 5.6.3** 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.
- 5.6.4** 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.

#### **5.7 Increase of Contract Sum by Director**

Notwithstanding Paragraph 5.1, the Director may increase the maximum amount payable under all Work Orders issued on this Master Agreement (as authorized by the Board) up to 10 percent in any year of the Master Agreement or any extension period to cover needed, increased services in the scope of the Master Agreement, subject to the availability of funds in the Department's budget. Such increases must not be cumulative.

### **6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY**

#### **6.1 County's Administration**

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

#### **6.2 County's Master Agreement Program Director (MAPD)**

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

#### **6.3 County's Project Director**

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

#### **6.4 County's Work Order Director**

A Work Order Director will be assigned for each Work Order by County's Project Director.

#### **6.5 County's Project Manager**

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

##### **6.5.1 The responsibilities of the County's Project Manager include:**

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

- coordinating and monitoring the work of Contractor personnel assigned to the County's Project Manager specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

**6.5.2** County's Project Manager are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

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

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

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

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

### **7.2 Contractor's Authorized Official(s)**

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

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

### **7.3 Approval of Contractor's Staff**

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

must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### **7.4 Contractor's Staff Identification**

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

#### **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. 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 Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.3** 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 Master Agreement.

#### **7.6 Confidentiality**

**7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4** Contractor must sign and adhere to the provisions of the Exhibit D3 (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or their designee.

### **8.1.3 Changes to Subsequent Work Orders**

For any changes which may affect the Statement of Work, Contractor's rates or deliverables, performance period, or assignment of Contractor's personnel for a Work Order, a Work Order Amendment shall be prepared, and executed by the County's MAPD and Contractor.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Complaints**

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

**8.4.1** Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.4.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.4.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.

**8.4.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.

**8.4.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

**8.4.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.4.7** Copies of all written responses must be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

### **8.5 Compliance with Applicable Laws**

**8.5.1** In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

**8.5.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

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

## **8.7 Compliance with County's Jury Service Program**

- 8.7.1** Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in

[Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.](#)

**8.7.2** Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this 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.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County

may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

## **8.8 Conflict of Interest**

**8.8.1** No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.8.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

## **8.9 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for

layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

## **8.10 Consideration of Hiring GAIN/START Participants**

**8.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BServices@opportunity.lacounty.gov](mailto:BServices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

**8.10.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

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

### **8.11.3 Non-responsible Contractor**

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

### **8.11.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (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.

- 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.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

### **8.12 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at [babysafela.org](http://babysafela.org).

### **8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.13.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.13.2** As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.14 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

### **8.15 Damage to County Facilities, Buildings or Grounds**

**8.15.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.15.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

## **8.16 Employment Eligibility Verification**

- 8.16.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.17 Counterparts and Electronic Signatures and Representations**

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

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

## **8.18 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the

County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.19 Force Majeure**

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

**8.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.20 Governing Law, Jurisdiction, and Venue**

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

## **8.21 Independent Contractor Status**

**8.21.1** This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to

create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.21.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

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

## **8.22 Indemnification**

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

## **8.23 General Provisions for all Insurance Coverage**

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

### **8.23.1 Evidence of Coverage and Notice to County**

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

County of Los Angeles Department of Beaches and Harbors  
Administrative Services Division, Contracts Unit  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
[Contracts@bh.lacounty.gov](mailto: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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.23.2 Additional Insured Status and Scope of Coverage**

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

#### **8.23.3 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

#### **8.23.4 Failure to Maintain Insurance**

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

from sums due to Contractor or pursue Contractor reimbursement.

**8.23.5 Insurer Financial Ratings**

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

**8.23.6 Contractor's Insurance Must Be Primary**

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

**8.23.7 Waivers of Subrogation**

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

**8.23.8 Subcontractor Insurance Coverage Requirements**

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

**8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

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

#### **8.23.12 Separation of Insureds**

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

#### **8.23.13 Alternative Risk Financing Programs**

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

#### **8.23.14 County Review and Approval of Insurance Requirements**

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

### **8.24 Insurance Coverage**

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

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

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

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

**8.24.4 Unique Insurance Coverage**

- **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.

- **Pollution Liability**

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.

- **Professional Liability/Errors and Omissions** – (If required by the Work Order)

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **8.25 Liquidated Damages**

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

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly 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 may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.25.3** The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

**8.25.4** This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

## **8.27 Nondiscrimination and Affirmative Action**

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

**8.27.2** Contractor certifies to the County each of the following:

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

- 8.27.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7** If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to

California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### **8.28 Non Exclusivity**

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

#### **8.29 Notice of Delays**

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

#### **8.30 Notice of Disputes**

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

#### **8.31 Notice to Employees Regarding the Federal Earned Income Credit**

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

#### **8.32 Notices**

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

#### **8.33 Prohibition Against Inducement or Persuasion**

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

## **8.34 Public Records Act**

- 8.34.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.34.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.35 Publicity**

- 8.35.1** The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
  - During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.35.2** The Contractor may, without the prior written consent of County,

indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

### **8.36 Record Retention and Inspection-Audit Settlement**

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

- 8.36.1** In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2** Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.36.3** If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to

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

### **8.37 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.38 Subcontracting**

- 8.38.1** The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.38.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.38.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.38.4** The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.38.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

- 8.38.6** The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.38.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.38.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder contractor must ensure delivery of all such documents to:

County of Los Angeles Department of Beaches and Harbors  
Administrative Services Division, Contracts Unit  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292

**8.39 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.41 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

**8.40 Termination for Convenience**

**8.40.1** County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

**8.40.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.40.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.36 (Record Retention and Inspection/Audit Settlement).

#### **8.41 Termination for Default**

**8.41.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (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.

**8.41.2** In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

**8.41.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.41.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or

negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.41.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.41, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.41, or that the default was excusable under the provisions of Paragraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.40 (Termination for Convenience).

**8.41.5** The rights and remedies of the County provided in this Paragraph 8.41 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.42 Termination for Improper Consideration**

**8.42.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.42.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud

Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

#### **8.43 Termination for Insolvency**

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.43.2** The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.44 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.45 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year

for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.46 Validity**

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

#### **8.47 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.48 Warranty Against Contingent Fees**

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

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

#### **8.49 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

#### **8.50 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 8.49 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.51 Time off For Voting**

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

#### **8.52 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

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

#### **8.53 Intentionally Omitted**

#### **8.54 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

#### **8.55 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.

#### **8.56 Prohibition from Participation in Future Solicitation(s)**

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

#### **8.57 Injury and Illness Prevention Program**

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

#### **8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding**

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

#### **8.59 Budget Reductions**

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the

majority of County employees and imposes similar reductions with respect to County agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 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 Master Agreement.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Local Small Business Enterprise (LSBE) Preference Program**

- 9.1.1** This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.1.2** The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3** The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:
- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
  - In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **9.2 Social Enterprise (SE) Preference Program**

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

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

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

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

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

- 9.3.1** This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.3.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
  - Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
  - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

#### **9.4 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements**

- 9.4.1** During the term of this Contract, Contractor must comply with the California Senate Bill (hereinafter "SB") 525, as codified under California Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Contract, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.
- 9.4.2** County will determine if services under this Contract are provided within facilities subject to SB 525 and identify such facilities.
- 9.4.3** Contractor must ensure that all employees performing work under this contract within a covered healthcare facility are compensated in compliance with SB 525.
- 9.4.4** Contractor must submit monthly payroll records to demonstrate adherence to SB 525 wage standards.

## **10.0 Survival**

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

|               |                                                                                |
|---------------|--------------------------------------------------------------------------------|
| Paragraph 1.0 | Applicable Documents                                                           |
| Paragraph 2.0 | Definitions                                                                    |
| Paragraph 3.0 | Work                                                                           |
| Paragraph 5.3 | No Payment for Services Provided Following Expiration/Termination of Agreement |

|                |                                                                                           |
|----------------|-------------------------------------------------------------------------------------------|
| Paragraph 7.6  | Confidentiality                                                                           |
| Paragraph 8.1  | Amendments                                                                                |
| Paragraph 8.2  | Assignment and Delegation/Mergers or Acquisitions                                         |
| Paragraph 8.18 | Fair Labor Standards                                                                      |
| Paragraph 8.19 | Force Majeure                                                                             |
| Paragraph 8.20 | Governing Law, Jurisdiction, and Venue                                                    |
| Paragraph 8.22 | Indemnification                                                                           |
| Paragraph 8.23 | General Provisions for all Insurance Coverage                                             |
| Paragraph 8.24 | Insurance Coverage                                                                        |
| Paragraph 8.25 | Liquidated Damages                                                                        |
| Paragraph 8.32 | Notices                                                                                   |
| Paragraph 8.36 | Record Retention and Inspection/Audit Settlement                                          |
| Paragraph 8.40 | Termination for Convenience                                                               |
| Paragraph 8.41 | Termination for Default                                                                   |
| Paragraph 8.46 | Validity                                                                                  |
| Paragraph 8.47 | Waiver                                                                                    |
| Paragraph 8.56 | Prohibition from Participation in Future Solicitation(s)                                  |
| Paragraph 8.58 | Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding |
| Paragraph 10.0 | Survival                                                                                  |

**AUTHORIZATION OF MASTER AGREEMENT FOR  
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Department of Beaches and Harbors or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director, Beaches and Harbors

By \_\_\_\_\_  
Contractor

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
DAWYN R. HARRISON  
County Counsel

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

## **STANDARD EXHIBITS**

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C WORK ORDER FORMS

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

## **CERTIFICATIONS**

- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

## **REFERENCE MATERIALS**

- E DEPARTMENT FACILITY LOCATIONS
- F DESCRIPTION OF SERVICES
- G DEPARTMENT'S BEACH DRIVING AND VEHICLE OPERATION POLICY NO. 2918

**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Warren Ontiveros  
Title: Deputy Director  
Address: 13837 Fiji Way  
Marina del Rey, CA 90292  
Telephone: (424) 526-7774  
E-mail Address: WOntiveros@bh.lacounty.gov

**COUNTY'S PROJECT DIRECTOR:**

Name: Penelope Rodriguez  
Title: Division Chief  
Address: 13575 Mindanao Way  
Marina del Rey, CA 90292  
Telephone: (424) 526-7840  
E-mail Address: PRodriguez@bh.lacounty.gov

**COUNTY'S WORK ORDER DIRECTOR:**

Name: Maria Romero  
Title: Assistant Division Chief  
Address: 13575 Mindanao Way  
Marina del Rey, CA 90292  
Telephone: (424) 526-7841  
E-mail Address: MRomero@bh.lacounty.gov

**COUNTY'S PROJECT MANAGER:**

Name: Katherine de la Cruz  
Title: Administrative Services Manager I  
Address: 13575 Mindanao Way  
Marina del Rey, CA 90292  
Telephone: (424) 526-7846  
E-mail Address: KDeLaCruz@bh.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: \_\_\_\_\_

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**NOTICES TO CONTRACTOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**MASTER AGREEMENT WORK ORDER  
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

Work Order No. \_\_\_\_\_

Master Agreement No. \_\_\_\_\_

**This Section to be completed by the Department:**

☐ Non-Emergency Services

☐ Emergency Services

Date Work Order Bid Issued: \_\_\_\_\_

Due Date to Return Work Order Bid: \_\_\_\_\_

County's Project Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Proposed Project Title: \_\_\_\_\_

Proposed Project Start Date: \_\_\_\_\_ Work Order Term: \_\_\_\_\_

☒ See Attached Statement of Work

**This Section to be completed by the Contractor**

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Contractor's Personnel/ Hourly Rate/Number of Hours/Cost to Complete Project:**

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs: \_\_\_\_\_ Total: \_\_\_\_\_

TOTAL MAXIMUM HOURS: \_\_\_\_\_

TOTAL MAXIMUM COMPENSATION: \$ \_\_\_\_\_

**PROPOSED WORK ORDER**

**Describe Proposed Work Plan:**

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☐ Additional Pages

**MASTER AGREEMENT WORK ORDER**  
**AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

**Acceptance.** Contractor must satisfactorily perform all tasks and provide all deliverables detailed in the Statement of Work attached hereto. Contractor’s signature on this Work Order confirms Contractor’s awareness of and agreement with the provisions of Paragraph 3.4 of the Master Agreement, which establishes that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work that is not specified in this Work Order, and/or utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Compensation of this Work Order, and/or that goes beyond the expiration date of this Work Order.

**Compensation.** Compensation must not exceed the Total Maximum Compensation stated above.

\_\_\_\_\_  
CONTRACTOR

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY DIRECTOR

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER AGREEMENT WORK ORDER  
AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

Work Order No. \_\_\_\_\_

Master Agreement No. \_\_\_\_\_

**This Section to be completed by the Department:**

☐ Non-Emergency Services

☐ Emergency Services

Date Work Order Bid Issued: \_\_\_\_\_

Due Date to Return Work Order Bid: \_\_\_\_\_

County's Project Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Proposed Project Title: \_\_\_\_\_

Proposed Project Start Date: \_\_\_\_\_ Work Order Term: \_\_\_\_\_

☒ See Attached Statement of Work

**This Section to be completed by the Contractor**

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

| Type of Hazardous/Non-Hazardous<br>Waste Removal | Unit<br>(Weight/Volume) | Price per Unit | Total    |
|--------------------------------------------------|-------------------------|----------------|----------|
| _____                                            | _____                   | \$ _____       | \$ _____ |
| _____                                            | _____                   | \$ _____       | \$ _____ |
| _____                                            | _____                   | \$ _____       | \$ _____ |
| _____                                            | _____                   | \$ _____       | \$ _____ |
| _____                                            | _____                   | \$ _____       | \$ _____ |
|                                                  |                         | \$ _____       |          |

Other Services \_\_\_\_\_

\$ \_\_\_\_\_

TOTAL MAXIMUM COMPENSATION: \$ \_\_\_\_\_

**PROPOSED WORK ORDER**

**Describe Proposed Work Order:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Additional Pages

**MASTER AGREEMENT WORK ORDER**  
**AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES**

**Acceptance.** Contractor must satisfactorily perform all tasks and provide all deliverables detailed in the Statement of Work attached hereto. Contractor's signature on this Work Order confirms Contractor's awareness of and agreement with the provisions of Paragraph 3.4 of the Master Agreement, which establishes that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work that is not specified in this Work Order, and/or utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Compensation of this Work Order, and/or that goes beyond the expiration date of this Work Order.

**Compensation.** Compensation must not exceed the Total Maximum Compensation stated above.

\_\_\_\_\_  
CONTRACTOR

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY DIRECTOR

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**

### **CERTIFICATIONS**

- D1     CERTIFICATION OF EMPLOYEE STATUS
- D2     CERTIFICATION OF NO CONFLICT OF INTEREST
- D3     CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY  
         AGREEMENT

**FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS****AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES****MASTER AGREEMENT WORK ORDER****CERTIFICATION OF EMPLOYEE STATUS**

\_\_\_\_\_  
Contractor Name

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

**EMPLOYEES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

\_\_\_\_\_  
Contractor Name

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

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

**“Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## DEPARTMENT FACILITY LOCATIONS

|                                        |
|----------------------------------------|
| <b><u>Marina del Rey</u></b>           |
| Via Dolce Yard                         |
| 4139 Dell Avenue                       |
| Marina del Rey, CA 90292               |
| <b>Contact Person: Edward Martinez</b> |
| 424.526.7861 - Office                  |
| 310.420.7378 - Cell                    |

|                                         |
|-----------------------------------------|
| <b><u>Central District</u></b>          |
| Venice Maintenance Yard                 |
| 2300 Ocean Front Walk                   |
| Venice, CA 90291                        |
| <b>Contact Person: Curtis Isom</b>      |
| 310.827.4873 - Office                   |
| 310.350.4527 - Cell                     |
| <b>District Manager: Darryl Pittman</b> |
| 310.901.3602 - Cell                     |

|                                             |
|---------------------------------------------|
| <b><u>Southern District</u></b>             |
| Manhattan Beach – Rosecrans Service Yard    |
| 3621 The Strand                             |
| Manhattan Beach, CA 90266                   |
| <b>Contact Person: Chris Willis</b>         |
| 424.526.7848 - Office                       |
| 310.678.8791 - Cell                         |
| <b>District Manager: Steven Christopher</b> |
| 310.420.6124 - Cell                         |

|                                         |
|-----------------------------------------|
| <b><u>Central District</u></b>          |
| Dockweiler Beach                        |
| 8255 Vista del Mar                      |
| Playa del Rey, CA 90292                 |
| <b>Contact Person: Arturo Avalos</b>    |
| 310.543.1967 - Office                   |
| 310.420.4293 - Cell                     |
| <b>District Manager: Darryl Pittman</b> |
| 310.901.3602 - Cell                     |

|                                             |
|---------------------------------------------|
| <b><u>Southern District</u></b>             |
| Redondo Beach – Knob Hill Service Yard      |
| 743 Esplanade                               |
| Redondo Beach, CA 90277                     |
| <b>Contact Person: Angelica Carina</b>      |
| 310.546.8500 - Office                       |
| 310.420.6498 - Cell                         |
| <b>District Manager: Steven Christopher</b> |
| 310.420.6124 - Cell                         |

|                                               |
|-----------------------------------------------|
| <b><u>Northern District</u></b>               |
| Will Rogers Maintenance Service Yard          |
| 16300 Pacific Coast Highway                   |
| Pacific Palisades, CA 90272                   |
| <b>Contact Person: Javier Castro-Gallegos</b> |
| 310.567.0440 - Cell                           |
| <b>District Manager: John Carey Skinner</b>   |
| 310.350.4435 - Cell                           |

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

|                                             |
|---------------------------------------------|
| <b><u>Northern District</u></b>             |
| Zuma Beach Maintenance Service Yard         |
| 30100 Pacific Coast Highway                 |
| Malibu, CA 90265                            |
| <b>Contact Person: Kristian Thomas</b>      |
| 310.457.2009 - Office                       |
| 310.420.6254 - Cell                         |
| <b>District Manager: John Carey Skinner</b> |
| 310.350.4435 - Cell                         |

## **AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES DESCRIPTION OF SERVICES**

The as-needed hazardous waste removal services will include, but are not limited to:

### **1.0 Semi-Annual Roundup of Waste Materials**

The Semi-Annual Roundup of hazardous waste materials at County sites must occur at least every 180 days or as needed, when requested by the County Administrator (CA).

- 1.1.1 Collection.** Contractor must collect all hazardous materials at all Department service yards listed in Exhibit E (Department Facility Locations). The collected materials must be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- 1.1.2 Disposal.** Contractor must 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.
- 1.1.3 Removal.** Contractor must 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.
- 1.1.4 Debris.** Contractor must 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.
- 1.1.5 Disposal and Recycling.** Contractor must dispose or recycle the containers in which the hazardous wastes were stored.
- 1.1.6** When required, Contractor is expected to load, remove and transport waste that may contain liquids. Roll-off bins or banker tanks should be used to ensure proper storage and removal.
- 1.1.7** For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental assessor must 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 must be performed by a qualified California State licensed laboratory.
- 1.1.8 Spillage.** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor must 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.

## **2.0 Cleaning/Pump Out of Clarifier Tanks**

On an as-needed basis, Contractor will be required but not limited to perform cleaning and pump out of hazardous and non-hazardous wastes at Department facilities.

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

**2.2.2** Contractor must 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.

**2.2.3** Contractor must 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.

**2.2.4** Contractor must recycle all materials unless unique disposal situations preclude recycling.

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

**2.2.6** For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental assessor must 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 must be performed by a qualified California State licensed laboratory.

**2.2.7 Spillage.** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor must 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.

**2.2.8** Contractor must 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.

### 3 TYPES OF HAZARDOUS WASTE

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated and/or disposed items but not limited to 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
16. Homeless encampment clean-ups
17. Shipwrecked vessels
18. Deceased/beached marine mammals

#### **4 TYPES OF NON-HAZARDOUS/HAZARDOUS WATER AND SOIL CONTAMINATION**

The following is a list of contaminants that most likely will be picked up but not limited to 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.

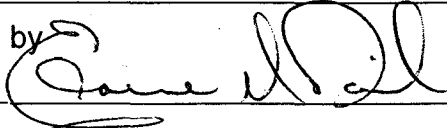
#### **5 EMERGENT/UNEXPECTED WORK**

The County's Project Manager or their designee may authorize the Contractor to perform emergent/unexpected work (work outside of semi-annual roundup of waste materials and cleaning/pump out of clarifier tanks) 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.

##### **5.1.1 Emergencies**

The County's Project Manager 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 to the emergency. When contacted, the Contractor must acknowledge and respond to the County's Project Manager within two hours of being contacted.

|                                                                                   |                                                                                                                                         |                                                       |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|  | <p align="center"><b>DEPARTMENT OF BEACHES AND<br/>HARBORS</b></p> <p align="center"><b>BEACH DRIVING AND<br/>VEHICLE OPERATION</b></p> | <p><b>Policy No. 2918</b><br/><b>Date 8-30-99</b></p> |
| <p>Page 1 of 5</p>                                                                | <p>Approved by </p>                                   | <p>Date of last<br/>revision: 7-30-01</p>             |

## 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.

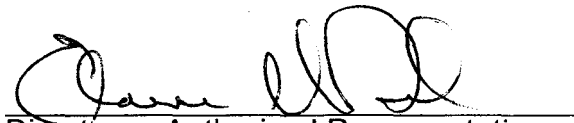
### 3.4 Driving on the bike bath

- 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

# APPENDIX B - REQUIRED FORMS

## Exhibits

- 1) Organization Questionnaire/Affidavit and Pending Litigation & Judgments
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Proposer's Qualifications
- 11) Staffing and Work Plan
- 12) Quality Control Plan
- 13) Submittal Requirement Checklist
- 14) Declaration

**REQUIRED FORMS – EXHIBIT 1**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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

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

**REQUIRED FORMS – EXHIBIT 1**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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

**REQUIRED FORMS – EXHIBIT 1**  
**PENDING LITIGATION AND JUDGEMENTS**

Vendor's Name: \_\_\_\_\_

|                                                                                                                                 |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <b>1. PENDING LITIGATION (check one)</b>                                                                                        | <b>YES</b>               | <b>NO</b>                |
| If yes, please identify name, case, court jurisdiction, and current status of any pending litigation below.                     | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>2. JUDGMENTS WITHIN THE LAST FIVE (5) YEARS (check one)</b>                                                                  | <b>YES</b>               | <b>NO</b>                |
| If yes, please identify name, case, court jurisdiction, and outcome of any judgments against Vendor within last five (5) years. | <input type="checkbox"/> | <input type="checkbox"/> |

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

**Attach additional pages if necessary.**

| JUDGEMENTS WITHIN LAST FIVE (5) YEARS |                |                    |                 |
|---------------------------------------|----------------|--------------------|-----------------|
| NAME OF CASE                          | COURT CASE ID# | COURT JURISDICTION | OUTCOME OF CASE |
|                                       |                |                    |                 |
|                                       |                |                    |                 |
|                                       |                |                    |                 |
|                                       |                |                    |                 |
|                                       |                |                    |                 |

**Attach additional pages if necessary.**

## **REQUIRED FORMS – EXHIBIT 2**

### **CERTIFICATION OF COMPLIANCE**

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

|   | <b>TITLE</b>                                                                                                                                                                                                                                                                                                                                      | <b>REFERENCE</b>                                                               | <b>CERTIFICATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Certification of No Conflict of Interest                                                                                                                                                                                                                                                                                                          | <a href="#"><u>LACC 2.180</u></a>                                              | <b>Certifies Compliance?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2 | Familiarity with the County Lobbyist Ordinance Certification                                                                                                                                                                                                                                                                                      | <a href="#"><u>LACC 2.160</u></a>                                              | <b>Certifies Compliance?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3 | Zero Tolerance Policy on Human Trafficking Certification                                                                                                                                                                                                                                                                                          | <a href="#"><u>Motion</u></a>                                                  | <b>Certifies Compliance?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4 | Compliance with Fair Chance Employment Hiring Practices Certification                                                                                                                                                                                                                                                                             | <a href="#"><u>Board Policy 5.250</u></a><br><a href="#"><u>LACC 8.300</u></a> | <b>Certifies Compliance?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5 | Charitable Contributions Certification<br><br>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)<br><br>_____ | <a href="#"><u>Board Policy 5.065</u></a>                                      | <b>Check the Certification below that is applicable to your company.</b><br><br><input type="checkbox"/> Vendor 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 Vendor 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.<br><br><b>OR</b><br><br><input type="checkbox"/> Vendor 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. |
| 6 | Attestation of Willingness to Consider GAIN/START Participants                                                                                                                                                                                                                                                                                    | <a href="#"><u>Board Policy 5.050</u></a>                                      | <b>Certifies Compliance?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><b>Willing to provide GAIN/START participants access to employee mentoring program?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7 | Contractor Employee Jury Service Program Certification Form & Application for Exception                                                                                                                                                                                                                                                           | <a href="#"><u>LACC 2.203</u></a>                                              | <b>Certifies Compliance?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><b>If No, identify exemption:</b><br><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.<br><input type="checkbox"/> My business is a small business as defined in the Program.<br><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                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8 | Certification of Compliance with the County's Defaulted Property Tax Reduction Program                                                                                                                                                                                                                                                            | <a href="#"><u>LACC 2.206</u></a>                                              | <b>Certifies Compliance?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><b>If No, identify exemption:</b><br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**REQUIRED FORMS – EXHIBIT 3**  
**REQUEST FOR PREFERENCE CONSIDERATION**

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

|                                                          |
|----------------------------------------------------------|
| <input type="checkbox"/> <b>PREFERENCE NOT REQUESTED</b> |
|----------------------------------------------------------|

**OR**

| <input type="checkbox"/> <b>PREFERENCE REQUESTED (SELECT ALL THAT APPLY)</b> |                                                                                                                                                                                                                                                   |                                   |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
|                                                                              | Preference Program                                                                                                                                                                                                                                | Reference                         |
| <input type="checkbox"/>                                                     | Request for Local Small Business Enterprise (LSBE) Program Preference<br><input type="checkbox"/> Certification for Non-Federally Funded County Solicitations<br><input type="checkbox"/> Certification for Federally Funded County Solicitations | <a href="#"><u>LACC 2.204</u></a> |
| <input type="checkbox"/>                                                     | Request for Social Enterprise (SE) Program Preference<br><input type="checkbox"/> Certification for Non-Federally Funded County Solicitations<br><input type="checkbox"/> Certification for Federally Funded County Solicitations                 | <a href="#"><u>LACC 2.205</u></a> |
| <input type="checkbox"/>                                                     | Request for Disabled Veterans Business Enterprise (DVBE) Program Preference                                                                                                                                                                       | <a href="#"><u>LACC 2.211</u></a> |

**Note:** In no instance should 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.

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

Vendor's Name: \_\_\_\_\_

| 1. DEBARMENT HISTORY (Check one)                                            |  | YES                      | NO                       |
|-----------------------------------------------------------------------------|--|--------------------------|--------------------------|
| Vendor is currently debarred by a public entity                             |  | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, please provide the name of the public entity:                       |  |                          |                          |
| 2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)        |  | YES                      | NO                       |
| Vendor has contracts that have been terminated in the past three (3) years. |  | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three (3) years.

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

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

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

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

| 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/<br>Associate Partners |                                                                                                                                                                                                                                                                    | Percentage of how ownership of<br>the firm is distributed |        |  |
|                                                                                                                         | Male                                   | Female                                                                                                                                                                                                                                                             | Male                                                      | Female |  |
| Black/African American                                                                                                  |                                        |                                                                                                                                                                                                                                                                    | %                                                         | %      |  |
| Hispanic/Latino                                                                                                         |                                        |                                                                                                                                                                                                                                                                    | %                                                         | %      |  |
| Asian or Pacific Islander                                                                                               |                                        |                                                                                                                                                                                                                                                                    | %                                                         | %      |  |
| Native Americans                                                                                                        |                                        |                                                                                                                                                                                                                                                                    | %                                                         | %      |  |
| Subcontinent Asian                                                                                                      |                                        |                                                                                                                                                                                                                                                                    | %                                                         | %      |  |
| White                                                                                                                   |                                        |                                                                                                                                                                                                                                                                    | %                                                         | %      |  |

| TITLE                                                                                                                                                                   |          | REFERENCE                                                                                                                                                                                                                                                                                                                                                                     |               |                  |        |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|--------|--|
| 2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE |          | If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. <div align="center">  <b>Check if not applicable</b> </div> |               |                  |        |  |
| Agency Name                                                                                                                                                             | Minority | Women                                                                                                                                                                                                                                                                                                                                                                         | Disadvantaged | Disabled Veteran | LGBTQQ |  |
|                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                                               |               |                  |        |  |
|                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                                               |               |                  |        |  |
|                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                                               |               |                  |        |  |
|                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                                               |               |                  |        |  |
|                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                                               |               |                  |        |  |
|                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                                               |               |                  |        |  |
|                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                                               |               |                  |        |  |

## **REQUIRED FORMS – EXHIBIT 6**

### **MINIMUM MANDATORY REQUIREMENTS**

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

| No. | Minimum Mandatory Requirement(s) (M/R)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Complies with M/R                                                                                                                                                                                |                                                                                                                                                                                                  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes                                                                                                                                                                                              | No                                                                                                                                                                                               |
| 1   | Vendor must have and be able to demonstrate a minimum of five (5) years' continuous experience in the removal of hazardous materials for public and/or private sector entities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>                                                                                                                                                                         | <input type="checkbox"/>                                                                                                                                                                         |
| 2   | Vendor's Contract Representative must have at least three years' experience relating to the scope of work included in this RFSQ.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>                                                                                                                                                                         | <input type="checkbox"/>                                                                                                                                                                         |
| 3   | <p>Vendor must include verification of the following documents with its SOQ. The name on the licenses/documents must be the vendor's organization's name.</p> <ul style="list-style-type: none"><li>• A valid Hazardous Materials Transportation License issued by the California Highway Patrol (CVC §32000.5);</li><li>• A valid Hazardous Materials Certification of Registration issued by the Department of Transportation;</li><li>• California Contractors State License Board license with hazmat designation;</li><li>• California Department of Toxic Substances Control Hazardous Waste Transporter Registration;</li><li>• County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit;</li><li>• Environmental Protection Agency (EPA) Identification Number; and</li><li>• EPA Acknowledgement of Notification of Hazardous Waste Activity.</li></ul> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |
| 4   | Vendors must complete and return the required Exhibits 1 - 14 found in Appendix B (Required Forms) with the SOQ.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>                                                                                                                                                                         | <input type="checkbox"/>                                                                                                                                                                         |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                          |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 5 | Vendor does not have unresolved questioned costs, as identified by the Auditor-Controller (A-C), in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. | <input type="checkbox"/> | <input type="checkbox"/> |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|

## **REQUIRED FORMS – EXHIBIT 7**

### **LIST OF PUBLIC ENTITIES**

**Proposer's Name:** \_\_\_\_\_

Provide all public entity contracts for the last five (5) years where the same or similar scope of services were provided. It is the Vendor's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

| <b>PUBLIC AGENCIES</b> |                      |
|------------------------|----------------------|
| AGENCY/DEPT: _____     | AGENCY/DEPT: _____   |
| SERVICE TYPE: _____    | SERVICE TYPE: _____  |
| CONTRACT TERM: _____   | CONTRACT TERM: _____ |
| CONTRACT AMT: _____    | CONTRACT AMT: _____  |
| CONTACT: _____         | CONTACT: _____       |
| TELEPHONE: _____       | TELEPHONE: _____     |
| E-MAIL: _____          | E-MAIL: _____        |
|                        |                      |
| AGENCY/DEPT: _____     | AGENCY/DEPT: _____   |
| SERVICE TYPE: _____    | SERVICE TYPE: _____  |
| CONTRACT TERM: _____   | CONTRACT TERM: _____ |
| CONTRACT AMT: _____    | CONTRACT AMT: _____  |
| CONTACT: _____         | CONTACT: _____       |
| TELEPHONE: _____       | TELEPHONE: _____     |
| E-MAIL: _____          | E-MAIL: _____        |
|                        |                      |
| AGENCY/DEPT: _____     | AGENCY/DEPT: _____   |
| SERVICE TYPE: _____    | SERVICE TYPE: _____  |
| CONTRACT TERM: _____   | CONTRACT TERM: _____ |
| CONTRACT AMT: _____    | CONTRACT AMT: _____  |
| CONTACT: _____         | CONTACT: _____       |
| TELEPHONE: _____       | TELEPHONE: _____     |
| E-MAIL: _____          | E-MAIL: _____        |
|                        |                      |

## **REQUIRED FORMS – EXHIBIT 8**

### **LIST OF REFERENCES**

**Vendor's Name:** \_\_\_\_\_

Vendor's List of References will be used for evaluation purposes and to validate Vendor meets the Minimum Mandatory Requirements stated in the RFSQ (or WOS). Vendor must provide at least five (5) references for the same or similar scope of services that is being requested.

Vendor may also provide five (5) alternate references in the event that a reference is non-responsive. Please note that no more than ten (10) references should be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

| REFERENCES     |  |
|----------------|--|
| REFERENCE 1    |  |
| AGENCY/DEPT:   |  |
| SERVICE TYPE:  |  |
| CONTRACT TERM: |  |
| CONTRACT AMT:  |  |
| CONTACT:       |  |
| TELEPHONE:     |  |
| E-MAIL:        |  |
|                |  |
| REFERENCE 2    |  |
| AGENCY/DEPT:   |  |
| SERVICE TYPE:  |  |
| CONTRACT TERM: |  |
| CONTRACT AMT:  |  |
| CONTACT:       |  |
| TELEPHONE:     |  |
| E-MAIL:        |  |
|                |  |
| REFERENCE 3    |  |
| AGENCY/DEPT:   |  |
| SERVICE TYPE:  |  |
| CONTRACT TERM: |  |
| CONTRACT AMT:  |  |
| CONTACT:       |  |
| TELEPHONE:     |  |
| E-MAIL:        |  |
|                |  |

| ALTERNATE REFERENCES  |  |
|-----------------------|--|
| ALTERNATE REFERENCE 1 |  |
| AGENCY/DEPT:          |  |
| SERVICE TYPE:         |  |
| CONTRACT TERM:        |  |
| CONTRACT AMT:         |  |
| CONTACT:              |  |
| TELEPHONE:            |  |
| E-MAIL:               |  |
|                       |  |
| ALTERNATE REFERENCE 2 |  |
| AGENCY/DEPT:          |  |
| SERVICE TYPE:         |  |
| CONTRACT TERM:        |  |
| CONTRACT AMT:         |  |
| CONTACT:              |  |
| TELEPHONE:            |  |
| E-MAIL:               |  |
|                       |  |
| ALTERNATE REFERENCE 3 |  |
| AGENCY/DEPT:          |  |
| SERVICE TYPE:         |  |
| CONTRACT TERM:        |  |
| CONTRACT AMT:         |  |
| CONTACT:              |  |
| TELEPHONE:            |  |
| E-MAIL:               |  |
|                       |  |

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

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

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

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

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

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

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

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

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

**A. COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

\_\_\_\_\_

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: \_\_\_\_\_

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: \_\_\_\_\_

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

\_\_\_\_\_

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

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

a) Parent(s):

\_\_\_\_\_

b) Subsidiaries:

\_\_\_\_\_

c) Related Business Entities:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

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

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

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

#### **B. CONTRIBUTIONS**

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

| <b>Date</b> (contribution solicited, or directed) | <b>Recipient Name</b> (elected official) | <b>Amount</b> |
|---------------------------------------------------|------------------------------------------|---------------|
|                                                   |                                          |               |
|                                                   |                                          |               |
|                                                   |                                          |               |

\*Please attach an additional page, if necessary.

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

| <b>Date</b> (contribution made) | <b>Name</b> (of the contributor) | <b>Recipient Name</b> (elected official) | <b>Amount</b> |
|---------------------------------|----------------------------------|------------------------------------------|---------------|
|                                 |                                  |                                          |               |
|                                 |                                  |                                          |               |
|                                 |                                  |                                          |               |

\*Please attach an additional page, if necessary.

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

#### **C. DECLARATION**

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

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

#### **COMPANY BIDDERS OR APPLICANTS**

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

#### **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**INDIVIDUAL BIDDERS OR APPLICANTS**

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

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **REQUIRED FORMS – EXHIBIT 10**

### **VENDOR'S QUALIFICATIONS**

**Vendor's Name:** \_\_\_\_\_

**1. BACKGROUND –**

Provide a summary of relevant background experiences in providing as-needed hazardous waste removal services and information that the Vendor meets the minimum mandatory qualifications stated in RFSQ, Paragraph 3.0.

**2. EXPERIENCE –**

Provide Vendor'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 Vendor(s) training provided to and required of its staff, including working with safety equipment, and maintaining the required certification.

- Describe Vendor's industrial safety record for the last five (5) years;

**4. LICENSES/ CERTIFICATE –**

Please complete and attach verification of the following licenses/certificates:

| <b>License Name</b>                                                                                                      | <b>License/Certification Number</b> | <b>Expiration Date</b> |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------|
| 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                               |                                     |                        |
| County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit                  |                                     |                        |
| Environmental Protection Agency (EPA) Identification Number & Acknowledgment of Notification of Hazardous Waste Activity |                                     |                        |

**5. LOCATION OF OFFICE OF OPERATION** \_\_\_\_\_

**6. NUMBER OF FULL-TIME EMPLOYEES EMPLOYED** \_\_\_\_\_

- 6. ATTACH AN ORGANIZATIONAL CHART OR DESCRIBE THE ORGANIZATION OF YOUR FIRM**
- 7. ATTACH A COPY OF CALIFORNIA BUSINESS LICENSE**
- 8. EVIDENCE OF INSURABILITY -**  
Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Appendix A (Master Agreement), Paragraphs 8.23 and 8.24.
- 9. ADDITIONAL INFORMATION** (Attach additional pages if necessary).

**Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

## **REQUIRED FORMS – EXHIBIT 11**

### **STAFFING AND WORK PLAN**

- 1a. STAFFING PLAN –** Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for providing the Master Agreement services.

Attach each person's resume.

| TITLE                        | NAME | EXPERIENCE | RESPONSIBILITIES |
|------------------------------|------|------------|------------------|
| Contractor's Representative: |      |            |                  |
| Supervisor:                  |      |            |                  |
| Other:                       |      |            |                  |
| Other:                       |      |            |                  |
| Other:                       |      |            |                  |
| Other:                       |      |            |                  |

- 1b. PRINCIPAL OWNER(S) OF VENDOR'S ORGANIZATION:** \_\_\_\_\_

**1c. IDENTIFY PARTNERS/SUBCONTRACTORS**

| PRINCIPAL | FIRM NAME | RELATIONSHIP TO VENDOR | SPECIALTY | ADDRESS | PHONE |
|-----------|-----------|------------------------|-----------|---------|-------|
|           |           |                        |           |         |       |
|           |           |                        |           |         |       |
|           |           |                        |           |         |       |
|           |           |                        |           |         |       |
|           |           |                        |           |         |       |
|           |           |                        |           |         |       |
|           |           |                        |           |         |       |

- 1d. ADDITIONAL EMPLOYEES** - Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the requirements of the Master Agreement.

| TITLE | NUMBER | RESPONSIBILITIES |
|-------|--------|------------------|
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |

- 2. VENDOR'S APPROACH** – Provide a narrative discussion of Vendor's approach to the services to be provided and demonstrate how the experience of the Vendor's staff is specifically related to the services described in Exhibit F (Description of Services).

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Attach additional pages if necessary.

**3. WORK PLAN –**

- Please describe the level of staff you would assign to provide the requested services;
- Please describe how staff would be scheduled to provide the services, including transporting staff to job sites, and how staff will communicate with supervisors while working;
- Please describe any training provided to and required of your staff, including working with safety equipment and maintaining required certifications;
- Please provide a summary description of your industrial safety record for the last five years, including:
  - Number of fatalities
  - Number of lost workdays
  - Sanctions or issued citations from State, City, Federal or local governments

**4. EMERGENCIES AND UNEXPECTED SERVICES –** Please describe your ability to respond to non-emergent and emergent requests from the Department.

**5. RECYCLING AND/OR DISPOSAL FACILITIES –** Please provide a list of recycling or disposal facilities to be used during this Master Agreement.

**6. ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION** (Attach additional pages if necessary)

**REQUIRED FORMS – EXHIBIT 12**  
**QUALITY CONTROL PLAN**

Vendor must establish and utilize a comprehensive Quality Control Plan to assure a consistently high level of service throughout the term of the Master Agreement. The plan must include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the work requirements.
  - A plan for reviewing the work of Vendor and Vendor's employees and ensuring its accuracy and compliance with professional standards;
  - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
  - The methods for identifying and preventing unsatisfactory performance of the work.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

**REQUIRED FORMS – EXHIBIT 13**  
**SUBMITTAL REQUIREMENTS CHECKLIST**

| REQUIREMENT                                                                                                                                                                                 | CHECK IF SUBMITTED       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>FORMAT OF BID</b>                                                                                                                                                                        |                          |
| ▪ Cover Page                                                                                                                                                                                | <input type="checkbox"/> |
| ▪ Executive Summary                                                                                                                                                                         | <input type="checkbox"/> |
| ▪ Table of Contents                                                                                                                                                                         | <input type="checkbox"/> |
| <b>VENDOR'S QUALIFICATIONS</b>                                                                                                                                                              |                          |
| ▪ Summary of relevant background information demonstrating that minimum qualifications are met.                                                                                             | <input type="checkbox"/> |
| ▪ Copy of <u>"Certificate of Good Standing"</u> and <u>"Statement of Information,"</u> <u>"Certificate of Limited Partnership"</u> or <u>"Registration of Foreign Limited Partnership."</u> | <input type="checkbox"/> |
| <b>REQUIRED FORMS</b>                                                                                                                                                                       |                          |
| ▪ Exhibit 1 Vendor's Organization Questionnaire/ Affidavit and Pending Litigation & Judgments                                                                                               | <input type="checkbox"/> |
| ▪ Exhibit 2 Certification of Compliance                                                                                                                                                     | <input type="checkbox"/> |
| ▪ Exhibit 3 Request for Preference Consideration                                                                                                                                            | <input type="checkbox"/> |
| ▪ Exhibit 4 Vendor's Debarment History and List of Terminated Contracts                                                                                                                     | <input type="checkbox"/> |
| ▪ Exhibit 5 Community Business Enterprise (CBE) Information                                                                                                                                 | <input type="checkbox"/> |
| ▪ Exhibit 6 Minimum Mandatory Requirements                                                                                                                                                  | <input type="checkbox"/> |
| ▪ Exhibit 7 List of Public Entities                                                                                                                                                         | <input type="checkbox"/> |
| ▪ Exhibit 8 List of References                                                                                                                                                              | <input type="checkbox"/> |
| ▪ Exhibit 9 Contribution and Agent Declaration Form                                                                                                                                         | <input type="checkbox"/> |
| ▪ Exhibit 10 Vendor's Qualifications                                                                                                                                                        | <input type="checkbox"/> |
| ▪ Exhibit 11 Staffing and Work Plan                                                                                                                                                         | <input type="checkbox"/> |

|                                                                                                  |                          |
|--------------------------------------------------------------------------------------------------|--------------------------|
| ▪ Exhibit 12 Quality Control Plan                                                                | <input type="checkbox"/> |
| ▪ Exhibit 13 Submittal Requirements Checklist                                                    | <input type="checkbox"/> |
| ▪ Exhibit 14 Declaration                                                                         | <input type="checkbox"/> |
| <b>PROOF OF INSURABILITY</b>                                                                     |                          |
| ▪ Proof that Vendor meets all insurance requirements set forth in Appendix A, (Master Agreement) | <input type="checkbox"/> |
| <b>CONTRACT'S STANDARD EXHIBITS</b>                                                              |                          |
| ▪ Exhibit B Contractor's Administration                                                          | <input type="checkbox"/> |

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

**REQUIRED FORMS – EXHIBIT 14**

**DECLARATION**

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-14 IS TRUE AND CORRECT.

|             |        |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE:  | DATE:  |

# APPENDIX C

## Appendix

C Solicitation Requirements Review (SRR) Request

## SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

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

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

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

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

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

Request submitted by:

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

| <b><i>For County use only</i></b> |
|-----------------------------------|
| Date SRR Request:                 |
| Received by County:               |
| Solicitation Released:            |

|              |
|--------------|
| Reviewed by: |
|--------------|

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