



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

Board of Supervisors
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Third District
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Fourth District
KATHRYN BARGER
Fifth District

November 27, 2024

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR THE PROVISION OF TRASH REMOVAL SERVICES

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Statement of Qualifications (RFSQ) for the provision of Trash Removal Services. The TTC intends to establish a Master List of Trash Removal Services Vendors (Master List) to provide Trash Removal Services for the County.

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

The RFSQ contains the service requirements, Statement of Qualification's (SOQ) content and format requirements, a description of the SOQ selection process, and a sample Master Agreement. Vendors that meet the minimum requirements identified in RFSQ, Paragraph 3, Minimum Mandatory Requirements, are invited to submit an SOQ to provide the services described in Exhibit D1, Statement of Work, of Appendix A, Sample Contract. Vendors should carefully review the RFSQ and ensure their SOQ complies with all RFSQ requirements.

Vendors must prepare the SOQ in accordance with RFSQ, Paragraph 7, Statement of Qualification Requirements. Vendors understand and agree that submission of an SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of this RFSQ and any addenda, including but not limited to, Appendix A, Master Agreement. **The terms and conditions of RFSQ, Appendix A, Master Agreement, are not negotiable.**


SOQs are due by 5:00 p.m. Pacific Time on December 30, 2024, and must be emailed to: contracts@ttc.lacounty.gov. The TTC will seek approval from the County of

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Los Angeles Board of Supervisors to execute and administer Master Agreements with qualified Vendors that submitted SOQs by the initial deadline to establish an initial Master List. The Master Agreement Term shall be for a period of three years commencing upon the execution of the first individual Master Agreement, unless sooner terminated or extended.

The TTC may, at its sole discretion, continue to accept SOQs after the initial deadline for inclusion in the Master List until such time as the TTC determines that the number of Vendors in the Master List is sufficient to meet the needs of the County. The TTC may, at its sole discretion, elect to stop accepting SOQs at any time after the initial deadline.

Very truly yours,


ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:VN:SA:lac

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

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

Request for Statement of Qualifications (RFSQ) Release Date	11/27/24
RFSQ Contact	Seeta Azizi, Contract Analyst, via electronic mail (email): contracts@ttc.lacounty.gov
Solicitation Requirements Review Request Due	12/04/24 by 5:00 p.m. Pacific Time (PT)
Deadline to Register for Virtual Vendor's Conference	12/09/24 by 5:00 p.m. (PT)
Virtual Vendor's Conference	12/11/24
Written Questions Due	12/12/24 by 5:00 p.m. (PT)
Questions and Answers Released via Addendum on or about	12/23/24
Statement of Qualification's (SOQ) Due	12/30/24 by 5:00 p.m. (PT)
Anticipated Master Agreement Term	<p>Base Term: Three years</p> <p>Option periods: Two additional one-year periods, and six month-to-month extensions*</p> <p>Maximum total Contract Term: Five years and six months</p> <p>*Option periods are exercised at the sole discretion of the Department of Treasurer and Tax Collector (TTC)</p>
Minimum Mandatory Requirements (MMRs)	<ul style="list-style-type: none"> • Vendor must have at a minimum three consecutive years of experience, within the last five years, providing services or services equivalent or substantially similar to the services

	<p>identified in Exhibit D1 (Statement of Work (SOW)).</p> <p>In the event the Vendor itself does not have the requisite three consecutive years, but one or more of the principals involved in managing the daily operation of the firm individually meets the requisite experience, then their experience performing services equivalent or substantially similar to the services identified in Exhibit D1 (SOW), may, at the County of Los Angeles' (County) sole discretion, be considered in meeting this requirement. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this document with its SOQ submission under Vendor's Background and Experience (Section A.1).</p> <ul style="list-style-type: none"> • Vendor must have and identify a Contract Manager with two consecutive years of documented related experience including, but not limited to, providing the services either with the Vendor or documented experience with another firm. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this documentation with its SOQ submission under Vendor's Background and Experience (Section B.1). • Vendor must have a business office located within the United States of America with a responsible person(s) to maintain all reports/records that are required per this RFSQ. Vendor must
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	<p>provide the address of its business office in its SOQ.</p> <ul style="list-style-type: none"> • Vendor must possess valid and current city, county, and state permits and licenses (e.g., California driver license, business license, dumpster permit, if applicable, etc.). • Vendor must complete and submit with its SOQ Exhibit 11 (Attestations of Willingness to Meet Minimum Standards Upon Master Agreement Award) of Appendix B (Required Forms), attesting their willingness and ability to: <ul style="list-style-type: none"> ▪ Enter premises of deceased individuals, where death may have resulted from natural or other than natural causes, and where vermin and other infestations may be in evidence; ▪ Enter, at own risk, work locations which may include uneven or damaged surfaces in substandard condition; ▪ Furnish all required trucks and equipment, and personal protective equipment for staff, necessary to complete requested Trash Removal Services; and ▪ Perform Trash Removal Services throughout the County, including unincorporated and incorporated areas as requested by the TTC. From time to time, Vendor must be available to perform Trash Removal Services in neighboring counties (e.g., Orange County, Riverside County, San Bernardino County, and Ventura County). • If Vendor's compliance with a County contract has been reviewed by the
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	<p>Department of Auditor-Controller (A-C) within the last ten 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 that remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p>
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2.0 GENERAL INFORMATION

2.1 Scope of Work

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is seeking qualified companies to enter into Master Agreements with the County to provide Trash Removal Services for decedent and conservatee estates located throughout the County.

Background

The TTC is the *ex officio* Public Administrator for the County, and the Public Administrator Branch (PA) is responsible for administering decedent estates in accordance with the California Probate Code pursuant to [Section 7600 et al.](#) The PA also provides property management services to the Public Guardian, a division of the County Department of Mental Health, responsible for providing conservatorship services to the constituents of the County.

2.2 Overview of Solicitation Document

RFSQ overview:

- 2.2.1 Specifies the Vendor's Minimum Mandatory Requirements, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- 2.2.2 Contains instructions to Vendors on how to prepare and submit their 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

All capitalized terms and definitions will have the meaning set forth in Appendix A (Master Agreement) and Exhibit D1 (Statement of Work (SOW)), Paragraph 2.0 (Definitions), or as provided in context.

2.4 Master Agreement Process

The objective of this RFSQ process is to establish a pool of Vendors to provide Trash Removal Services. A Vendor must meet all requirements of this RFSQ in order to be included in the Pool.

- 2.4.1** The TTC will review SOQ's submitted by the initial deadline identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements) to determine if the Vendor meets all requirements of this RFSQ. Master Agreements will be executed with all Vendors determined to be qualified.
- 2.4.2** Upon the TTC's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter will be solicited to provide as-needed Trash Removal Services under Work Orders to be issued by County. Work Orders will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be on a fixed price per deliverable basis. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.
- 2.4.3** The TTC may, at its sole discretion, elect to stop accepting SOQs at any time after the initial deadline.

2.5 Master Agreement Term

The term of the Master Agreement will be three years commencing upon the execution of the first individual Master Agreement with up to two one-year renewal option periods and six month-to-month extensions, for a maximum total Master Agreement Term of five years and six months. The Master Agreement is deemed executed upon the Vendor's and the Treasurer and Tax Collector's signature.

Option periods will be exercised at the sole discretion of the Treasurer and Tax Collector, or designee.

The TTC will continuously accept SOQs throughout the duration of the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the Treasurer and Tax Collector, or designee, 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

The TTC invites interested and qualified Vendors that meet the Minimum Mandatory Requirements below and can demonstrate their ability to successfully provide the required services outlined in Exhibit D1 (SOW) and Appendix A (Master Agreement) of this RFSQ, to submit SOQ. Any misrepresentation may result in the automatic disqualification of the Vendor at any phase of the evaluation process:

- 3.1** Vendor must have at a minimum three consecutive years of experience, within the last five years, providing services or services equivalent or substantially similar to the services identified in Exhibit D1 (SOW).

In the event the Vendor itself does not have the requisite three consecutive years, but one or more of the principals involved in managing the daily operation of the firm individually meets the requisite experience, then their experience performing services equivalent or substantially similar to the services identified in Exhibit D1 (SOW), may, at the County's sole discretion, be considered in meeting this requirement. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this document with its SOQ submission under Vendor's Background and Experience (Section A.1).

- 3.2** Vendor must have and identify a Contract Manager with two consecutive years of documented related experience including, but not limited to, providing the services either with the Vendor or documented experience with another firm. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this documentation with its SOQ submission under Vendor's Background and Experience (Section B.1).

- 3.3** Vendor must have a business office located within the United States of America with a responsible person(s) to maintain all reports/records that are required per this RFSQ. Vendor must provide the address of its business office in its SOQ.

- 3.4** Vendor must possess valid and current city, county, and state permits and licenses (e.g., California driver license, business license, dumpster permit, if applicable, etc.).

- 3.5** Vendor must complete and submit with its SOQ Exhibit 11 (Attestations of Willingness to Meet Minimum Standards Upon Master Agreement Award) of Appendix B (Required Forms), attesting their willingness and ability to:

- Enter premises of deceased individuals, where death may have resulted from natural or other than natural causes, and where vermin and other infestations may be in evidence;
- Enter, at own risk, work locations which may include uneven or damaged surfaces in substandard condition;

- Furnish all required trucks and equipment, and personal protective equipment for staff, necessary to complete requested Trash Removal Services; and
- Perform Trash Removal Services throughout the County, including unincorporated and incorporated areas as requested by the TTC. From time to time, Vendor must be available to perform Trash Removal Services in neighboring counties (e.g., Orange County, Riverside County, San Bernardino County, and Ventura County).

3.6 If Vendor’s compliance with a County contract has been reviewed by the Department of Auditor-Controller (A-C) within the last ten 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 that remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4.0 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. 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 statements or representations otherwise made by any individual acting or purporting to act on its behalf.

4.3 County Option to Reject SOQs

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

All Vendor’s personnel performing work under this Master Agreement, who is in a designated sensitive position, as determined by the County in the County sole discretion, must undergo and pass, to the satisfaction of the County, a

background investigation as a condition of beginning and continuing to work 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 shall not be limited to, criminal conviction information. Examples of disqualifying factors may include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with the background checks is the responsibility of the Vendor regardless of whether the member of Contractor's staff passes or fails the background investigation.

5.0 NOTIFICATION TO VENDORS

5.1 California Public Records Act

- 5.1.1** Responses to this RFSQ will become the exclusive property of the County. At such time as when the TTC executes the first Master Agreement, all SOQs 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.
- 5.1.3** In the event the County is required to defend an action on a California Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "Confidential," "Trade Secrets," or "Proprietary," Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the California Public Records Act request.

5.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and electronic mailed (email) to:

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFSQ 2024-02 TRS

Attention: Seeta Azizi

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

5.3 Mandatory Requirement to Register on County's WebVen

All potential Contractors must be registered in the County's WebVen by or before SOQ submission. 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 Subparagraph 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 to do so.

5.4.3 Grounds for Review

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

5.4.3.1 Solicitation Requirements Review (Referenced in Subparagraph 9.1)

5.4.3.2 Disqualification Review (Referenced in Subparagraph 9.2)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read

[Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Vendor Responsibility

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

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

5.7 Vendor Debarment

5.7.1 Vendor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

5.8 Improper Considerations

5.8.1 Attempt to Secure Favorable Treatment

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

5.8.2 Notification to County

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

5.8.3 Form of Improper Consideration

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

5.9 County Lobbyist Ordinance

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

5.10 Consideration of GAIN/START Participants for Employment

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

5.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a

completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

5.11 Jury Service Program

5.11.1 The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review 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 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 Vendor’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices

- 5.18.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#).
- 5.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with [Section 12952](#), as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

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 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, email the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing.**"

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

5.21 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding 12 months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their

Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer 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 \$250 to a County officer for 12 months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1** The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in 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 Consumer and Business Affairs' (DCBA) website at <http://dcba.lacounty.gov>.
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed 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 the DCBA at <http://dcba.lacounty.gov>.

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 DCBA 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 an 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 DCBA at <http://dcba.lacounty.gov>.

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 DCBA 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 DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.4.3 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 DCBA with their bid.

6.5 Preference Program Enterprises (PPEs) – Prompt Payment Program

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

7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

This Section contains key project activities as well as instructions to Vendors in how to prepare and submit their SOQs.

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 TTC's sole judgment and their judgment will be final. All SOQs must be firm and final offers and may not be withdrawn for a period of 270 days following the final proposal submission date.

7.2 Vendors' Questions

7.2.1 Vendors may submit written questions regarding this RFSQ by email 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 and/or Subparagraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFSQ 2024-02 TRS

Attention: Seeta Azizi

7.3 Vendors Conference

A Vendors Conference will be held on the date and time indicated in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements) to discuss the RFSQ requirements. It is highly recommended for Vendors to attend the Vendors Conference as County staff will respond to questions from potential Vendors.

Vendors planning to attend the Virtual Vendors' Conference must register by the date and time indicated in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). The TTC will accept registration by email only at the address indicated below. The webinar link and instructions will be provided via email subsequent to registration completion.

Email Address: contracts@ttc.lacounty.gov

Subject Line: TRS RFSQ Vendors' Conference Registration

The purpose of the Virtual Vendors' Conference is to answer questions concerning the written specifications of this RFSQ in the presence of all firms interested in providing services to the County. County representatives will not hold any private or unilateral consultations before or after the Virtual Vendor's Conference that may give any one Vendor advantage over another in responding to this RFSQ.

Vendors are to ensure their representative(s) inform the County's moderator that the Vendor is in attendance via webinar and the moderator will manually enter the Vendor's information onto the official sign-in attendance sheet.

Vendors are advised to be prompt as late arrivals will not be admitted once the conference begins.

7.4 Preparation and Format of the SOQ

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

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

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

7.4.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the

material, identified by sequential page numbers and by section reference numbers.

7.4.2 Vendor's Qualifications (Section A)

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

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

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.**

Provide a summary of 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.

1. Vendor must have at a minimum three consecutive years of experience, within the last five years, providing services or services equivalent or substantially similar to the services identified in Exhibit D1 (SOW).
 - a. In the event the Vendor itself does not have the requisite three consecutive years, but one or more of the principals involved in managing the daily operation of the firm individually meets the requisite experience, then their experience performing services equivalent or substantially similar to the services identified in Exhibit D1 (SOW), may, at the County's sole discretion, be considered in meeting this requirement. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this document with its SOQ submission under Vendor's Background and Experience (Section A.1).
2. Vendor must have and identify a Contract Manager with two consecutive years of documented related experience including, but not limited to, providing the services either with the Vendor or documented experience with another firm. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this documentation with

its SOQ submission under Vendor's Background and Experience (Section A.1).

3. Vendor must have a business office located within the United States of America with a responsible person(s) to maintain all reports/records that are required per this RFSQ. Vendor must provide the address of its business office in its SOQ.
4. Vendor must possess valid and current city, county, and state permits and licenses (e.g., California driver license, business license, dumpster permit, if applicable, etc.).
5. Vendor must complete and submit with its SOQ Exhibit 11 (Attestations of Willingness to Meet Minimum Standards Upon Master Agreement Award), of Appendix B (Required Forms), attesting their willingness and ability to:
 - a. Enter premises of deceased individuals, where death may have resulted from natural or other than natural causes, and where vermin and other infestations may be in evidence;
 - b. Enter, at own risk, work locations which may include uneven or damaged surfaces in substandard condition;
 - c. Furnish all required trucks and equipment, and personal protective equipment for staff, necessary to complete requested Trash Removal Services; and
 - d. Perform Trash Removal Services throughout the County, including unincorporated and incorporated areas as requested by the TTC. From time to time, Vendor must be available to perform Trash Removal Services in neighboring counties, e.g., Orange County, Riverside County, San Bernardino County, and Ventura County.

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.

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

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

The TTC is not able to advise Vendors incorporated in another state as to whether or not the business must qualify/register to do business in California. Proposers should consult with its respective legal counsels on this matter as necessary.

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

Limited Partnership:

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

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

Vendor must provide three references where the same or similar scope of services was provided.

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

County may disqualify a Vendor if:

- 1) References fail to substantiate Vendor's description of the services provided; or
- 2) References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) The TTC 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.

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

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

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

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

7.4.2.5 Vendor's Financial Capability (Section A. 5)

The County will conduct a review of Vendor's financial capability. Vendor must provide copies of the company's most current and prior two Fiscal Years (2023, 2022, and 2021) financial statements. Statements should include the company's assets, liabilities, and net worth and at a

minimum should include the Balance Sheet, Statement of Income (Statement of Operations), and the Retained Earnings Statement (Statement of Cash Flows). Do not submit Income Tax Returns to meet this requirement. Subject to any California Public Records Act requirements, all financial statements will be kept confidential if so, stamped on each page.

7.4.3 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms).

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Request for Preference Consideration
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information
- Exhibit 6 Minimum Mandatory Requirements
- Exhibit 7 List of Public Entities
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form
- Exhibit 10 *Pricing Schedule
 - *Pricing Schedule costs are firm/fixed and predetermined by the TTC; however, the Master Agreement allows for cost increases based on supporting documentation via Amendment.
- Exhibit 11 Attestations of Willingness to Meet Minimum Standards Upon Master Agreement Award
- Exhibit 12 Declaration

7.4.4 Proof of Insurability (Section C)

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

7.4.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses. Vendor must provide valid and current city, county, and state permits and licenses (e.g., California driver license, business license, permits for rubbish disposal, permits to operate commercial vehicles, etc.) for equipment and operations as required within applicable jurisdictions. In addition, Vendor must provide a copy of all current, applicable certifications (if any), e.g., asbestos abatement, solvents, and other Hazmat-related certifications.

7.5 SOQ Submission

SOQs must be submitted as follows:

One SOQ must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via email as follows:

Email Address: contracts@ttc.lacounty.gov

Attention: Seeta Azizi

Subject: SOQ for TTC RFSQ 2024-02 TRS

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

- SFN 01 SOQ
- SFN 03 SOQ (Redact)
- SFN 05 Required Forms
- SFN 06 CBE Info

Exhibit 5 (Community Business Enterprise (CBE) Information) of Appendix B (Required Forms) must be submitted in Excel format.

In addition, Vendors must also submit one redacted copy of the SOQ as individual searchable Portable Document Format (PDF) documents, with all confidential, proprietary and trade secret information redacted. Vendor must specifically redact only those parts of the SOQ that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of every page as "Trade Secret," "Confidential," or "Proprietary," is not acceptable and will be rejected in the sole discretion of the County.

No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note: The total file size **includes both** the email, and all attachments which must not exceed 60MB. Multiple emails of various file types

(e.g., .zip, PDF, Excel) will be accepted. All SOQ documentation must be attached, not linked.

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). **The terms and conditions of Appendix A (Master Agreement) of this RFSQ are not negotiable.**

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).

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

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

8.1.1 Adherence to Minimum Mandatory Requirements

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

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

8.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

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

8.1.2.2 Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

8.1.2.3 A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

8.1.3 Required Forms (Section B)

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

8.1.4 Proof of Insurability (Section C)

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

8.1.5 Proof of Licenses (Section D)

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

8.2 Selection/Qualification Process

The TTC will select Vendors that have experience in providing Trash Removal Services as described in this RFSQ. The selection process will begin with receipt of the SOQ, as specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

- After the SOQs have been reviewed, the TTC will enter into Master Agreements with Vendors who meet the requirements of this RFSQ.
- The TTC will reject an SOQ if a Firm, including the principal owner(s) of a Firm, appears on the Listing of Contractors Debarred in the County.

8.3 Master Agreement Award

Vendors who are notified by the TTC 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 TTC's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The TTC will execute Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

Throughout the term of the Master Agreement, the TTC does not guarantee a minimum workload to any Vendor.

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a SRR by submitting Appendix C (Solicitation Requirements Review Request) to the Department conducting the solicitation as

described in this Section. A request for a SRR 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 an SRR is made within the timeframe identified in the solicitation document;
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit an 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.

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

TREASURER AND TAX COLLECTOR

AND

(CONTRACTOR)

FOR

TRASH REMOVAL SERVICES

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B	Contractor's Administration
C	Safely Surrendered Baby Law
D1	Statement of Work
D2	Pricing Schedule
E	Forms Required Before Work Begins
	E1 Contractor Acknowledgement and Confidentiality Agreement
F	Defaulted Property Tax Reduction Program

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF TREASURER AND TAX COLLECTOR
AND**

**FOR
TRASH REMOVAL SERVICES**

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

RECITALS

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

WHEREAS, the California Probate Code, pursuant to [Section 7600 et. al.](#), requires the PA to administer decedent’s estates; and

WHEREAS, the Treasurer and Tax Collector, under agreement with the County Public Guardian, provides services to conservatees’ estates; and

WHEREAS, the County is authorized under California Probate Code [Section 9780](#) and [Section 10513](#) to abandon and dispose of a decedent’s personal property;

WHEREAS, The PA may provide Trash Removal Services to estates under its administration during the course of estate administration and in accordance with the California Probate Code.

WHEREAS, the County may contract with private businesses for Trash Removal Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Trash Removal Services; 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 F are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D1 Statement of Work
- Exhibit D2 Pricing Schedule
- Exhibit E Forms Required before Work Begins
- Exhibit F Defaulted Property Tax Reduction Program

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

2.0 DEFINITIONS

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

- 2.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.2 Business Days:** Monday through Friday, excluding County Observed Holidays, unless otherwise stated.
- 2.3 Calendar Days:** Monday through Sunday, including County Observed Holidays, unless otherwise stated.
- 2.4 Contractor's Authorized Official(s):** The individual(s) authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Master Agreement on behalf of the Contractor.

- 2.5 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Contractor's Contract Manager. Additionally, Contractor's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.
- 2.6 Contractor's Contract Manager/Contractor's Alternate Contract Manager:** The individual authorized by the Contractor to administer the Master Agreement operations under this Contract.
- 2.7 Contractor's Employees/Staff:** Any person designated by the Contractor to perform services under this Master Agreement.
- 2.8 County:** The County of Los Angeles.
- 2.9 County's Contract Administrator:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Contract Manager. Additionally, County's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.
- 2.10 County's Contract Manager:** The individual authorized by the County's Contract Administrator to manage the operations under this Master Agreement.
- 2.11 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County Observed Holidays unless otherwise stated in the Statement of Work (SOW) or Master Agreement. A list of County Observed Holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.12 Day(s):** Calendar-day(s) unless otherwise specified.
- 2.13 Department:** The County of Los Angeles Treasurer and Tax Collector, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.14 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.15 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.
- 2.16 Master Agreement Term:** The period of the Master Agreement, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Master Agreement.
- 2.17 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications in response to County's Request for Statement of

Qualifications (RFSQ); has met the minimum mandatory requirements listed in the RFSQ and has an executed Master Agreement with the TTC.

- 2.17 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.18 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.19 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County for a specific Work Order.
- 2.20 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Master Agreement.
- 2.21 Subcontractor:** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Master Agreement, under oral or written agreement.
- 2.22 Treasurer and Tax Collector:** The appointed official of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.23 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.24 TTC Employees:** The staff of the County's Department of Treasurer and Tax Collector.
- 2.25 Work Order:** The PA generated form used to request services from the Contractor

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 conform to Exhibit D1 (Statement of Work) and will be performed on a fixed price per deliverable basis (see Exhibit D2, Pricing Schedule), as determined by County. Each Work Order will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Subparagraph 8.1 (Change Notices and Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

4.0 TERM OF MASTER AGREEMENT

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

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

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

5.0 MASTER AGREEMENT SUM

- 5.1** Contract rates specified in Exhibit D2 (Pricing Schedule), must remain firm and fixed for the Master Agreement Term including all option extensions.
- 5.2** 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 Master Agreement Sum.

5.3 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.

5.4 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.

5.5 Invoices and Payments

- 5.5.1** For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order per deliverable basis (see Exhibit D2, Pricing Schedule).
- 5.5.2** Payment for all work will be on price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Subparagraph 8.26 (Liquidated Damages), if applicable.
- 5.5.3** County will not pay Contractor for any travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc. The Contractor's charges must be inclusive of hours worked, excluding lunch breaks, until work terminates for the day. Overtime will not be paid unless specifically ordered and preauthorized by the County.
- 5.5.4** All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Contract Administrator, as identified in Exhibit A (County's Administration), who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.5.5** The Contractor will be reimbursed for dumpster rentals, dump fees, and/or dump permits based on actual fees paid and must provide legible copies of receipts with the invoice for services. The original receipt must be kept and maintained by the Contractor consistent with terms and conditions provided in Subparagraph 8.39, Record Retention and Inspection/Audit Settlement. If the Contractor owns the dumpster, the Contractor must indicate the size of the dumpster, cost of the dumpster, and dates used on its Vendor's letterhead or receipt. The County expects the most favored customer price.

5.5.6 Invoices under this Master Agreement must be submitted via email to:

TTCBudget@ttc.lacounty.gov

5.5.7 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.

Each invoice submitted by Contractor must specify:

- The Work Order and Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of person(s) who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.5.8 Preference Program Enterprises – Prompt Payment Program

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

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.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County’s Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A (County’s Administration). The County will notify the Contractor in writing of any changes as they occur.

The TTC will assign a County Contract Administrator and a County Contract Manager to provide, among other things, overall management and coordination of the Master Agreement and act as liaisons for the TTC.

6.2 County’s Contract Administrator

- 6.2.1** The County’s Contract Administrator is responsible for ensuring the Contractor meets the objectives of this Master Agreement and determines the Contractor’s compliance with this Master Agreement. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

- 6.2.2** The County’s Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements. Additionally, County’s Contract Administrator must oversee all projects and serve as a point of escalation, as needed.

- 6.2.3** County’s Contract Administrator is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in any of the terms and conditions of this Master Agreement, except as permitted in accordance with Subparagraph 8.1 (Change Notices and Amendments), of this Master Agreement, and is not authorized to further obligate the County in any respect whatsoever.

6.3 County’s Contract Manager

- 6.3.1** The County’s Contract Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed with the Contractor's Contract Manager; and inspecting any

and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

- 6.3.2** The County's Contract Manager is not authorized to make changes to the terms and conditions of the Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.4 County's Contracts' Section – Contract Monitor

The County's Contracts' Section – Contract Monitor is responsible for ensuring annual requirements and Contract deliverables (e.g., financial statements, insurance certificates, pending litigation statement, etc.) are received timely in accordance with the Contract provisions from the Contractor.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

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

A listing of all of Contractor's Administration referenced in the following subparagraphs is designated in Exhibit B (Contractor's Administration). The Contractor will notify the County's Contract Administrator and County's Contract Manager in writing of any changes as they occur.

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

7.1 Contractor's Contract Administrator

- 7.1.1** The Contractor's Contract Administrator must be a full-time employee of the Contractor. The Contractor's Contract Administrator must be a principal officer in the Contractor's office to service this Master Agreement and to act as a liaison for the Contractor in coordinating the performance of services under the Master Agreement. The Contractor must provide the County's Contract Administrator and County's Contract Manager, with the information specified in Exhibit B (Contractor's Administration), for the individual designated to act as the Contractor's Contract Administrator at the time this Master Agreement is implemented and as changes occur during the Master Agreement Term. Such notification must be made by the Contractor no later than five Business Days after a change occurs and will include a current resume for the new Contractor's Contract Administrator. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

7.1.2 The Contractor's Contract Administrator must be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Master Agreement.

Additionally, Contractor's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.

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

7.2 Contractor's Contract Manager/Contractor's Alternate Contract Manager

7.2.1 The Contractor's Contract Manager, and a designated alternate (Alternate Contract Manager), must be a full-time employee of the Contractor. The Contractor must provide the County's Contract Administrator and County's Contract Manager with the information specified on Exhibit B (Contractor's Administration), for the individual designated to act as the Contractor's Contract Manager and Contractor's Alternate Contract Manager at the time this Master Agreement is implemented and as changes occur during the Master Agreement Term. Such notification must be made by the Contractor no later than five Business Days after a change occurs and will include a current resume for the new Contractor's Contract Manager and Contractor's Alternate Contract Manager. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

The Contractor's Contract Manager and Contractor's Alternate Contract Manager must have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and must coordinate with County's Contract Manager on a regular basis.

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

7.3 Contractor's Authorized Official(s)

7.3.1 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.

7.4 Contractor's Employees

7.4.1 The Contractor is responsible for providing training and supervising employees assigned to perform services under this Master Agreement. All employees assigned by the Contractor to perform these services must at all times be employees of the Contractor; and the Contractor must have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the County is performing unsatisfactory work, must be removed from the performance of services related to this Contract immediately upon the written request of the County's Contract Manager.

7.4.2 The Contractor must ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, State, and Federal laws and regulations related to Trash Removal Services, and the specific requirements of this Master Agreement.

7.4.3 Contractor must assign a sufficient number of staff to perform the required work. Contractor must authorize at least one employee at the Trash Removal site to act for Contractor in relation to the work and must be able to communicate effectively in English.

7.4.5 Each Trash Removal crew (minimum of two Contractor staff) must have a responsible lead person to supervise the crew. Such lead person must speak English fluently, must be able to receive and understand oral and/or written instructions from the TTC staff, and must have the ability to deliver those instructions accurately to the crew members. Lead person should have a minimum of three month's experience providing substantially similar services.

7.4.6 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 the Contractor's staff, including, but not limited to, Contractor's Contract Manager, however, that such approval by County will not be unreasonably withheld, delayed, or conditioned. A change in Contractor's Contract Manager, or critical senior staff, without County approval may result in Contract termination at County's discretion.

7.5 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract and visiting or performing services on-site at a County facility, with a photo identification badge in accordance with County specifications which includes a recent picture of the employee, the employee's name, and the name of the Contractor. Specifications may change at the discretion of the County and the Contractor will be provided with new specifications as required. The format and content of the badge is

subject to the County's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while visiting or providing on-site services under this Master Agreement or when entering a County facility or its grounds, must prominently display the photo identification badge on the upper part of the body and must wear clothing with the Contractor's logo that is clearly visible at all times for easy identification by the public.

7.5.1 Contractor must notify the County within one Business Day when staff is terminated from working under this Contract. Contractor must retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.

7.5.2 If County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy the Contractor's staff's identification badge at the time of removal from working on the County's Contract.

7.6 Background and Security Investigations

7.6.1 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. Typically, the positions required to undergo and pass a background investigation, include, but are not limited to, Contractor's Contract Administrator, Contractor's Contract Manager, Contractor's Alternate Contract Manager, and staff that have access to County assets, sensitive information and/or non-public information.

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Master Agreement. Contractor must promptly comply with County's request 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.

- 7.6.2** 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.
 - 7.6.3** These terms will also apply to subcontractors of County contractors.
 - 7.6.4** The Contractor must provide to the County's Contract Manager the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor must provide such information in writing within five Calendar Days of the date on which the fingerprinting occurred.
 - 7.6.5** A member of Contractor's staff must not begin to perform services under the Master Agreement until they have successfully passed a background investigation to the satisfaction of the County.
 - 7.6.6** During the Master Agreement Term, if the County identifies a subsequent disqualifying factor for a member of the Contractor's staff, the County will request that the member of the Contractor's staff be immediately removed from performing services under the Master Agreement. Contractor must promptly comply with the County's request.
 - 7.6.7** The County will notify the Contractor when Contractor's staff member does not pass the background investigation or who received a subsequent disqualifying factor.
 - 7.6.8** Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.6 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.
- 7.7 Confidentiality**
- 7.7.1** 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.
 - 7.7.2** Contractor must indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation,

defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to

- Any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.7, as determined by County in its sole judgment; and/or
- Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.7 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 to 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.

7.7.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.7.4 Contractor must sign and adhere to the provisions of the Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement).

7.7.5 During the Master Agreement Term, the Contractor must maintain an updated file of the signed forms and must forward copies of all signed forms to the County's Contract Administrator whenever changes in personnel occur.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

8.1.1 The County reserves the right to initiate Change Notices that do not affect the scope of work, term, Contract Sum, fees or payments. All such changes will be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Administrator.

8.1.2 For any change which **affects** the Contract Sum, fees or payments and/or SOW that **does not materially alter** the Contract, an Amendment to this Master Agreement must be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his

designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).

8.1.3 For any change which affects the Master Agreement Term, Master Agreement Sum, the fees, the SOW, or any provision under this Master Agreement, that **materially alters** the Contract, an Amendment to this Master Agreement must be prepared and executed by the Contractor and by the Treasurer and Tax Collector as operationally necessary, except that the TTC is expressly authorized to increase the Master Agreement Sum set forth in Paragraph 5.0, Master Agreement Sum, not to exceed 10% of the total Master Agreement Sum for a particular contract year based on any unanticipated industry-wide price increases, increases in work volume, or special services. Any such change will be in writing and signed by the Contractor and the Treasurer and Tax Collector or his/her authorized designee.

8.1.4 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 changes, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or their designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).

8.1.5 The Treasurer and Tax Collector, 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 Treasurer and Tax Collector, or their designee, provided County Counsel approval is obtained prior to execution of such Amendments.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

8.3 Authorization Warranty

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

8.4 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 contracts, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 Calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Master Agreement.

8.5 Complaints

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

- 8.5.1** Within ten Business Days after the Master Agreement Effective Date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten Business Days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor must preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five Business Days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses must be sent to the County's Contract Manager within three Business Days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** 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.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have

the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with County's Jury Service Program

- 8.8.1** Jury Service Program: This 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](#).
- 8.8.2** Written Employee Jury Service Policy
 - Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on

an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 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.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 will be a material breach of this Master Agreement.

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

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 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 (DPSS) Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will

interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other 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.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board 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.

8.12.4 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.
- 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing,

the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

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

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

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

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

8.14.2 As required by the [County’s Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor’s duty under this 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).

8.15 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 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.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this 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.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

This 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.

8.22 Independent Contractor Status

8.22.1 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.

8.22.2 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.

8.22.3 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.

8.22.4 The Contractor must adhere to the provisions stated in Subparagraph 7.7 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Master Agreement. Such insurance must be primary and not combined with other insurance or self-insurance programs maintained by the County. 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.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than ten 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 National Association of Insurance Commissioners identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, 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:

Email: contracts@ttc.lacounty.gov

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Must Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide County with each

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

8.25.4 A Fidelity Bond or Crime Insurance policy with limits of not less than \$35,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include

third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Treasurer and Tax Collector, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, 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 Treasurer and Tax Collector, or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Treasurer and Tax Collector, or their designee, determines that there are deficiencies in the performance of this Master Agreement that the Treasurer and Tax Collector, or their designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, 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 Treasurer and Tax Collector, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Master Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is **\$100** per day per infraction, or as may be specified in Exhibit A (SOW), Exhibit 2 (Performance Requirements Summary (PRS) Chart) in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Subparagraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover

the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

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

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this 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.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.

- 8.28.2** 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.

- 8.28.3** 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.

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.29 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.

8.30 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within

one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Dispute Resolution Procedure

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

8.32.1 Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Master Agreement. All such disputes will be subject to the provisions of this Subparagraph 8.32 (Dispute Resolution Procedure), (such provisions will be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

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

8.32.3 If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by the Contractor or County as a result of Contractor's failure to continue to so perform must be borne by the Contractor, and Contractor will make no claim whatsoever against the County for such costs. Contractor must promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.

8.32.4 If County fails to continue without delay to perform its responsibilities under this Master Agreement, which County determines should not

be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County's failure to continue to so perform will be borne by the County, and County will make no claim whatsoever against the Contractor for such costs. County will promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.

- 8.32.5** In the event of any dispute between the parties with respect to this Master Agreement, Contractor and County will submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.32.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to the parties' respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.
- 8.32.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or their designee. These persons will have ten days to attempt to resolve the dispute.
- 8.32.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Master Agreement and/or its rights and remedies as provided by law.
- 8.32.9** All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.32 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 8.32.10** Notwithstanding any other provision of this Master Agreement, County's right to terminate this Master Agreement or to seek injunctive relief to enforce the provisions of Subparagraph 7.7 (Confidentiality), will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and must not be deemed to impair any claims that the County may have against the Contractor or County's

rights to assert such claims after any such termination, or such injunctive relief has been obtained.

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

8.33 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.

8.34 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at:

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

8.35 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) or via facsimile or electronic copy representation pursuant to Subparagraph 8.18 (Counterparts and Electronic Signatures and Representations). Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Treasurer and Tax Collector, or their designee, will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.36 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.

8.37 California Public Records Act

8.37.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to

Subparagraph 8.39 (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 RFSQ used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked “trade secret,” “confidential,” or “proprietary.” The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act (PRA) 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.

8.38 Publicity

8.38.1 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 Contract Administrator. The County will not unreasonably withhold written consent.

8.38.2 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, provided that the requirements of this Subparagraph 8.38 (Publicity) will apply.

8.39 Record Retention and Inspection-Audit Settlement

8.39.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master

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

- 8.39.2** In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.39.4** If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's A-C, 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.

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

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

8.40 Recycled Bond Paper

Consistent with the Board 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.

8.41 Subcontracting

8.41.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County Treasurer and Tax Collector, or their designee**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.41.2 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.

8.41.3 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.

- 8.41.4** 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.
- 8.41.5** 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.
- 8.41.6** Following written approval by the Treasurer and Tax Collector, or their designee, the County's Contract Manager and the County's Contract Administrator 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.
- 8.41.7** 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.
- 8.41.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

Email: contracts@ttc.lacounty.gov

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 Calendar Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Subparagraph 8.44 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.43 Termination for Convenience

8.43.1 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 effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten days after the notice is sent. In no event will County's termination of this Master Agreement pursuant to this Subparagraph 8.43 (Termination for Convenience), of this Master Agreement, be deemed a waiver of County's right to make a claim against the Contractor for damages resulting from any default by the Contractor or its Agents which occurred prior to the effective termination date.

8.43.2 Upon 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.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Subparagraph 8.39 (Record Retention and Inspection/Audit Settlement).

8.44 Termination for Default

8.44.1 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 Contract Administrator:

- 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 working days (or such longer

period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.44.2** In the event that the County terminates this Master Agreement in whole or in part as provided in Subparagraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subparagraph.
- 8.44.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 8.44.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 8.44.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.44.4** If, after the County has given notice of termination under the provisions of this Subparagraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.44, or that the default was excusable under the provisions of Subparagraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subparagraph 8.43 (Termination for Convenience).
- 8.44.5** The rights and remedies of the County provided in this Subparagraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Improper Consideration

- 8.45.1** 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.
- 8.45.2** 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/>.
- 8.45.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.46 Termination for Insolvency

- 8.46.1** The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.46.2** The rights and remedies of the County provided in this Subparagraph 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.47 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.

8.47 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 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.

8.48 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.

8.49 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

8.50.2 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.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten 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](#).

8.53 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 ten 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](#).

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 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.

8.58 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.

8.59 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.

8.60 Campaign Contribution Prohibiting Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to

a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Subparagraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Organic Waste Recycling

- 9.1.1** As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill 1383.
- 9.1.2** The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify means for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 9.1.3** All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to compost the acceptable materials.
- 9.1.4** The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Contractor must provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1** This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.2.2** The Contractor 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 an LSBE.
- 9.2.3** 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 an LSBE.

9.2.4 If the Contractor has obtained certification as an 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 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 business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 Social Enterprise (SE) Preference Program

9.3.1 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](#).

9.3.2 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 an SE.

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 an SE.

9.3.4 If Contractor has obtained County certification as an 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 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 Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.4.1 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](#).

9.4.2 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.

9.4.3 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.

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

10.0 SURVIVAL

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

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Subparagraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Subparagraph 7.7 (Confidentiality)
- Subparagraph 8.1 (Change Notices and Amendments)
- Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Subparagraph 8.19 (Fair Labor Standards)
- Subparagraph 8.20 (Force Majeure)
- Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)
- Subparagraph 8.23 (Indemnification)
- Subparagraph 8.24 (General Provisions for all Insurance Coverage)
- Subparagraph 8.25 (Insurance Coverage)
- Subparagraph 8.26 (Liquidated Damages)
- Subparagraph 8.35 (Notices)
- Subparagraph 8.39 (Record Retention and Inspection/Audit Settlement)
- Subparagraph 8.43 (Termination for Convenience)
- Subparagraph 8.44 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Waiver)

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

Subparagraph 8.60 Campaign Contribution Prohibition Following Final
Decision in Master Agreement Proceeding

Paragraph 10.0 (Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
TRASH REMOVAL SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles Treasurer and Tax Collector, or designee, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20__.

COUNTY OF LOS ANGELES

By _____
ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

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 SAFELY SURRENDERED BABY LAW
- D1 STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- D2 PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- E FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION
 - E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F DEFAULTED PROPERTY TAX REDUCTION PROGRAM

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. [Click or tap here to enter text.](#)

COUNTY'S CONTRACT ADMINISTRATOR:

Name: Lisa Proft
Title: Assistant Treasurer and Tax Collector
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974 -0418
Email Address: lproft@ttc.lacounty.gov

COUNTY'S CONTRACT MANGER:

Name: Henry Agadjanyan
Title: Operations Chief
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0517
Email Address: hagadjanyan@ttc.lacounty.gov

COUNTY'S CONTRACTS' SECTION – CONTRACT MONITOR:

Name: Alyssa Lavalle
Title: Contract Monitor
Address: 500 West Temple Street, Room 464
Los Angeles, CA 90012
Telephone: (213) 584-1547
Email Address: alavalle@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

MASTER AGREEMENT NO. Click or tap here to enter text.

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S ALTERNATE CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Email Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email Address: _____

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

PRICING SCHEDULE

NOT ATTACHED TO SAMPLE

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: _____

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to [California Revenue and Taxation Code section 3436](#); or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to [California Revenue and Taxation Code section 2922](#); except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

EXHIBIT D1

STATEMENT OF WORK

TRASH REMOVAL SERVICES

**STATEMENT OF WORK
TRASH REMOVAL SERVICES
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STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

ATTACHMENTS

1. Work Order Form
2. Field Incident Report
3. Quality Control Inspection Form

EXHIBITS

1. Contract Discrepancy Report
2. Performance Requirements Summary Chart

1.0 INTRODUCTION

The County of Los Angeles (County) Treasurer and Tax Collector is the *ex officio* Public Administrator (PA) for the County and is responsible for administering decedent estates. The PA manages each estate's property in accordance with the Probate Code. The PA also provides property management services to the Public Guardian, a division of the County Department of Mental Health, in its provision of conservatorship services to the constituents of the County.

The County contracts with a qualified Contractor to provide indoor and outdoor trash removal services at locations throughout the County and occasionally in neighboring counties. Trash removal services include, but are not limited to, collecting and carrying away all trash at the location, removing furniture and floor coverings, cutting and/or removing tree branches, tree(s) or other vegetation, mowing lawns, raking and sweeping leaves (refer to Master Agreement, Subparagraph 9.1 (Organic Waste Recycling), for organic-related waste requirements). The locations include, but are not limited to, single-family structures, duplexes, triplexes, apartments, businesses, vacant land, and other property managed by the PA. The services are to be provided on an as-needed basis.

2.0 DEFINITIONS

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

- 2.1 **Business Days:** Monday through Friday, excluding County Observed Holidays, unless otherwise stated.
- 2.2 **Calendar Days:** Monday through Sunday, including County Observed Holidays, unless otherwise stated.
- 2.3 **Contract Discrepancy Report (CDR):** A document utilized by the TTC to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.
- 2.4 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Master Agreement.
- 2.5 **Contractor's Contract Manager:** The individual authorized by the Contractor to administer this Master Agreement operations under this Master Agreement.

- 2.6 Contractor's Staff:** Any person designated by the Contractor to perform services under this Master Agreement.
- 2.7 County:** The County of Los Angeles.
- 2.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County Observed Holidays unless otherwise stated in the Statement of Work (SOW) or Master Agreement. A list of County Observed Holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.9 County's Contract Administrator:** The individual authorized by the TTC with authority to oversee contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Contract Manager.
- 2.10 County's Contract Manager:** The individual authorized by the County's Contract Administrator to manage the operations under this Master Agreement.
- 2.11 Drayage, or Drayage Services:** The packing, crating, and moving/hauling of personal household goods.
- 2.12 Electronic Waste (E-Waste):** Electrical or electronic devices intended for reuse, resale, salvage, recycling, or disposal.
- 2.13 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Job Assignment:** The trash removal services requested by the PA.
- 2.15 Job Site:** The location that the Contractor will perform the Job Assignment.
- 2.16 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.
- 2.17 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Master Agreement and SOW that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Master Agreement and SOW.
- 2.18 Public Administrator (PA):** The County official and deputized staff responsible for protecting and administering estates of deceased

individuals. The Treasurer and Tax Collector serves as the *ex officio* Public Administrator for the County.

- 2.19 Public Guardian (PG):** The Office of the Public Guardian, a division of the County's Department of Mental Health, responsible for administering the trusts and estates of individuals under conservatorship.
- 2.20 Quality Control Plan (QCP):** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Master Agreement requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit D (SOW).
- 2.21 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Master Agreement.
- 2.22 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Master Agreement, under oral or written agreement.
- 2.23 Treasurer and Tax Collector:** The appointed official of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.24 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.25 Work Order:** The PA generated form used to request services from the Contractor

3.0 SCOPE OF WORK

The County defines trash as anything that the PA determines is non-salvageable and has no value. Trash may include, but is not limited to, unusable furniture (e.g., chairs, tables, sofas, dressers, mattresses, box springs, etc.), clothing, shoes, durable goods, major and/or minor appliances (e.g., refrigerators, stoves, ovens, etc.), and debris. Salvage and/or recycling services for old appliances or electronics will be required as directed by the County's Contract Manager, or designee.

The number, size, and complexity of Job Assignments and the condition of the Job Site varies. The Job Site may be unsanitary and/or extremely cluttered. The Job Site may also be subject to government agency assessment for nuisance and code violations which are the basis for the Job Assignment.

3.1 Work Order Form

- 3.1.1 The PA will submit a Work Order Form (Attachment 1) to the Contractor to include the name of the estate, the property size, location, condition, photos, and other pertinent information for the Contractor to determine the appropriate staff, supplies, and equipment requirements to complete the Job Assignment. In the event that one or more dumpsters are required to perform the services requested, the PA will specify the required size and number of dumpsters needed. The Contractor will be responsible for obtaining the appropriate dumpster permits, if required.
- 3.1.2 The PA will provide a Work Order Form (Attachment 1) seven Calendar Days prior to the date the Contractor will begin service. In the event the PA requires emergency services, the Contractor must respond within two hours from the initial notification from the PA.
- 3.1.3 The Contractor must notify the County's Contract Manager, or designee, of any schedule changes to the Job Assignment. If the presence of the landlord or building manager is required for entry to the Job Site, the Contractor must also notify the landlord or building manager of the schedule change.
- 3.1.4 For each Job Assignment, the Work Order Form (Attachment 1) will identify the type of services, and number of staff and days required to complete each Job Assignment. If the Contractor requires additional time, equipment, or staff in excess of the approved Work Order Form (Attachment 1), the Contractor must call the County's Contract Manager, or designee, as indicated on Exhibit A (County's Administration), to obtain written approval, including email, prior to the end of the last scheduled Job Assignment day.
- 3.1.5 The Contractor's request to change a Job Assignment as described in the Work Order Form (Attachment 1) may require the Contractor's Contract Manager to physically inspect the Job Site to justify and recommend the change to the PA.
- 3.1.6 In the event the PA requires multiple Contractors at the same Job Site, the PA and the Contractors will coordinate services performed to ensure the security of the assets.

3.2 Supplies and Equipment

The Contractor will be responsible for providing all necessary supplies and equipment to complete the services requested and to ensure the safety of the Contractor's staff.

- 3.2.1 Minimum supplies must include, but are not limited to, gloves, protective outerwear, breathing masks, boots, disinfectants, shovels, brooms, rakes, trash bags, insect repellent and flashlights.
- 3.2.2 Equipment must include, but is not limited to, trucks, powered hedge trimmers, heavy-duty lawn mowers, heavy ropes, power chain saws, a power generator, and/or other related equipment.
- 3.2.3 The County will not reimburse the Contractor for rental of any equipment for a particular Job Site, unless previously approved in writing by the County's Contract Manager, or designee.

3.3 Commencing Service

- 3.3.1 The Contractor's staff must arrive at the Job Site at a time designated by the County's Contract Manager, or designee, with all necessary supplies and equipment to begin performance.
- 3.3.2 The Contractor must notify the County's Contract Manager, or designee, immediately by telephone if the Contractor anticipates delays of more than 30 minutes to begin or complete the Job Assignment.
- 3.3.3 To ensure prompt arrival, the Contractor must retrieve all keys to the Job Site at least 48 hours prior to the start of the Job Assignment, or as otherwise instructed by the County's Contract Manager, or designee.
- 3.3.4 The Contractor must complete Exhibit D (SOW), Attachment 3 (Quality Control Inspection Form), and deliver, fax, or email the Form to the County's Contract Manager, or designee, within 48 hours of completing each Job Assignment.
- 3.3.5 The Contractor must return all keys to the County's Contract Manager, or designee, within one week of the Job Assignment completion as instructed on Attachment 3 (Quality Control Inspection Form), unless otherwise instructed by the County's Contract Manager, or designee. The Contractor must contact the County's Contract Manager, or designee, immediately should any problems arise.

3.4 Trash Disposal

The Contractor must discard all trash removed from the Job Site including, but not limited to, yard clippings, at an established disposal or recycling site, in accordance with this Master Agreement, Subparagraph 9.1 (Organic Waste Recycling). The Contractor is prohibited from engaging in

salvage and recycling activities that benefit the Contractor or the Contractor's staff. The Contractor and the Contractor's staff are also prohibited from retaining and/or salvaging any items for personal or other use. If any articles of value or of a salvageable nature are found, the Contractor must immediately provide the items to the PA.

3.5 Hazardous Materials

The Contractor must notify the PA staff upon discovery of all materials considered to be hazardous (i.e., paint, oil, aerosol cans, combustible liquids, etc.). The Contractor must leave hazardous materials at the Job Site. PA employees will be responsible to discard and dispose of such materials in compliance with all applicable regulatory codes.

3.6 Contractor's Employee Safety

The Contractor will be responsible for ensuring that the Contractor's staff are appropriately equipped and attired in compliance with all applicable safety standards (e.g., work gloves, uniforms, eye, and ear protection, etc.). The Contractor will be responsible for replacing any equipment and attire that no longer comply with safety standards. In the event of non-compliance with safety standards by the Contractor's staff, Contractor will be assessed in accordance with Exhibit D (SOW), Exhibit 2 (Performance Requirements Summary Chart).

3.7 Firm Fixed Priced Bids

In the event the PA has a large and/or complex Job Assignment, the PA will invite the Contractor to a Job Site at a given date and time to participate in a competitive bidding process with other firms.

3.7.1 The Contractor seeking to provide services for the Job Assignment must provide an all-inclusive firm fixed price bid, including a description of the services and scope of effort needed (such as landscaping and extent of brush clearing), all labor and materials, and a reasonable estimate of the anticipated dump fees.

3.7.2 The Contractor must submit the firm fixed price bid to the PA within three Business Days after inspection of the Job Site, unless otherwise instructed by the PA.

3.7.3 The PA will review all firm fixed price bids. If the Contractor's bid is selected, the PA will notify the Contractor and schedule the Job Assignment start date.

3.7.4 Upon completion of the Job Assignment, the PA will verify that the Contractor satisfactorily fulfilled the Job Assignment.

3.7.5 The County's Contract Manager, or designee, must approve in writing any subsequent changes to the original Work Order Form on the firm fixed price bid.

3.7.6 The Contractor will be responsible for any expenses incurred that extend beyond the firm fixed price bid.

3.8 Other Requirements

3.8.1 The Contractor must have all City, County, State permits, and licenses required for equipment and operations. Services must be provided in strict accordance with all applicable laws and regulations and with requirements of all public agency jurisdictions.

3.8.2 Once a Job Site has been assigned to the Contractor, the Contractor must not reject the Job Assignment. Contractor will be subject to assessment if an assigned Job Assignment is rejected.

3.8.3 The Contractor will be liable for any injury to persons or damage to estate, County, or private property, incurred at a Job Site while performing the services under this Agreement. Damage to buildings, appurtenances, and furnishings must be avoided. The Contractor will be liable for the cost of repairs for any such damage and expenses associated with any injury. In the event damage or injury occurs during a Job Assignment, the Contractor will complete and submit Exhibit D (SOW), Attachment 2 (Field Incident Report) to the County's Contract Manager within one Business Day of the incident. The Contractor must cooperate with the PA to ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for repairs, refer to Master Agreement, Subparagraph 8.15 (Damage to County Facilities, Buildings or Grounds).

3.8.4 The Contractor must notify the PA immediately if valuables, including cash, are found at the Job Site.

3.8.5 The PA will have the sole authority to determine the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to the Contractor and may be cause for termination of the Contract or deduct the assessment from payment in accordance with Exhibit D (SOW), Exhibit 2 (Performance Requirements Summary Chart).

4.0 CONTRACTOR'S STAFF

The Contractor, the Contractor's employees, and relatives of the Contractor or Contractor's employees (e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, or domestic partner), are specifically prohibited from the following activities:

- Directly or indirectly acquiring the property from any estate other than through a TTC auction or sale;
- Entering into business partnerships with, or soliciting, or accepting business from any TTC employee;
- Renting or leasing any real property managed by the TTC at discount or less than fair market value; and
- Relatives working together at the same Job Site or on the same truck at the same time.

5.0 QUALITY CONTROL PLAN

Contractor must establish and maintain a comprehensive QCP to ensure the Contractor meets the requirements of this Master Agreement and provides a consistently high level of service throughout this Master Agreement Term. The QCP must be submitted to the County's Contract Administrator within ten Business Days following the start date of this Master Agreement and as changes occur during the Master Agreement Term or upon request. Contractor must review its QCP annually and update as changes occur.

At a minimum, the QCP must include the following:

- 5.1** The method of monitoring to ensure that all Master Agreement requirements are being met. It must specify the activities the Contractor will monitor, including activities monitored on either a scheduled or an unscheduled basis; how often the monitoring will be performed; and the title of the individual(s) who perform the monitoring;
- 5.2** The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Master Agreement;
- 5.3** A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, which must be provided to the TTC upon request; and

5.4 The method for ensuring Contractor maintains confidentiality.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Master Agreement using the quality assurance procedures as defined in Subparagraph 8.14 (County's Quality Assurance Plan) of this Master Agreement.

6.1 Meetings

The Contractor is required to attend any scheduled meeting as agreed upon by the County and the Contractor. Failure to attend may result in an assessment as defined in the PRS Chart. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

6.2 Contract Discrepancy Report

The County will determine whether a formal CDR is issued to the Contractor. Upon receipt of this document, the Contractor must respond in writing to the County within three Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancies are valid. The Contractor must submit a plan for correction of all deficiencies identified in the CDR to the County within five Business Days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

6.3 County Observations

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

6.4 Contractor Complaint Log

The Contractor will maintain a complaint log of all complaints received from the County or the public. The Contractor must immediately investigate all complaints and provide a written report to the County's Contract Administrator, or designee, regarding the disposition of each complaint within five Business Days of receiving the complaint. Each report will include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Master Agreement if the Contractor does not take any action to said complaint(s).

6.5 Site Visits

The Contractor's staff must work diligently to complete the Job Assignment in a quality manner on a timely basis. The County will conduct unannounced site inspections to verify the Contractor performed the services in a prompt, and complete manner. If the County observes less than acceptable work standards by the Contractor's staff, Contractor will be assessed in accordance with Exhibit D (SOW), Exhibit 2 (Performance Requirements Summary Chart). Examples of acceptable work standards include, but are not limited to:

- Full and accurate compliance with the instructions contained in the Exhibit D (SOW), Attachment 1 (Work Order Form);
- Mows all areas within the property line, including the grass strips between the sidewalk and street, and similar areas;
- Ensures due care of yard areas are taken to not trample flowers and/or knock over fencing or ornamentation, etc.; and
- Makes arrangements to retrieve debris on neighboring properties before departure and avoids any damage to neighboring properties while performing the requested services.

7.0 PERFORMANCE REQUIREMENTS SUMMARY

The PRS Chart (Exhibit 2) lists the required services and deliverables monitored by the County during the Master Agreement Term.

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

7.2 At the County's sole discretion, when the Contractor's performance does not conform to the requirements of the Master Agreement, the County will

have the option to apply nonperformance remedies that may include, but are not limited to, the following:

- Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor based on the assessment indicated in the PRS Chart.
- Reduce, suspend, or cancel the Master Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten Business Days, or the timeframe specified by the County, will constitute authorization for the County to have the service(s) performed by others. Contractor will reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County. The Contractor will credit to the County the entire cost of such work on the Contractor's future invoice(s) under this Master Agreement or any other County Contract.

7.3 Nothing within this Paragraph precludes the County's right to terminate the Master Agreement upon ten Days' written notice with or without cause as provided in the Master Agreement.

8.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of the services listed in the PRS Chart is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may provide a CDR to the Contractor. The Contractor is required to respond to the CDR in writing within ten Business Days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented.

The County's Contract Administrator will evaluate the written response and, at their sole discretion, determine whether the Contractor will be responsible for full payment, partial payment, or if the Contract termination process is applicable.

STATEMENT OF WORK ATTACHMENT 2

FIELD INCIDENT REPORT

In the event of damage to buildings, appurtenances, or furnishings, or injury to persons during the performance of services while under contract to the Treasurer Tax Collector (TTC) Public Administrator, the Contractor's Contract Manager shall immediately telephone the County's Contract Manager at (213) 974-0517 to report the incident. Subsequently, this report shall be completed by Contractor's Contract Manager to describe and document the incident of damage or injury. The completed report shall be delivered to the County's Contract Manager via fax within one business day of the incident to fax number (213) 633-1944.

Date of Incident: _____ Time: _____

Estate Name and Address: _____

TTC Job Request Number: _____ Estate Number: _____

Description of Incident: (attach additional pages as necessary)

Specific Damage/Injury: _____

How Occurred: _____

Name of Employee(s) Involved: _____

Agencies Notified (local law enforcement or emergency services): _____

Report Prepared by: _____ Date: _____
(PRINT)

Title: _____ Signature: _____

TTC Internal Use Only

Report Received by: _____ Date: _____
(PRINT)

Title: _____ Signature: _____

Pursuant to Exhibit A, Statement of Work of the Cleanup and Trash Removal Services Contract, Subparagraph 3.9.3, the Contractor will be liable for the cost of repairs for such damages.

STATEMENT OF WORK ATTACHMENT 3

QUALITY CONTROL INSPECTION FORM

VENDOR NAME

VENDOR ADDRESS
CITY, STATE ZIP
VENDOR TELEPHONE

PLEASE FAX THIS COMPLETED FORM TO THE PUBLIC ADMINISTRATOR'S OFFICE,
ATTENTION: HAGOP HERGELIAN. NO LATER THAN 48 HOURS AFTER YOU COMPLETE
THE JOB. *ALSO, DROP OFF THE ESTATE KEYS NO LATER THAN 48 HOURS AFTER
COMPLETING EACH JOB ASSIGNMENT.*

ESTATE NAME: _____

ADDRESS: _____

ESTATE NO.: _____ DRAYAGE NO.: _____

TYPE OF WORK

YARD CLEANUP []

TRASH OUT AND DRY SWEEP []

CHEMICALS STORED []

OTHER []

JOB INFORMATION

TRUCK + TWO STAFF []

ADD'L STAFF []

ADD'L MISC. []

START DATE: _____ FINISH DATE: _____ TOTAL HOURS WORKED: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

ADDITIONAL COMMENTS: _____

JOB SUPERVISOR'S SIGNATURE: _____

DATE: _____

**STATEMENT OF WORK AND
CONTRACT TECHNICAL EXHIBITS**

TRASH REMOVAL SERVICES

**STATEMENT OF WORK AND
CONTRACT TECHNICAL EXHIBITS
TABLE OF CONTENTS**

TECHNICAL EXHIBITS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS) Chart

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT (CDR)**

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY or PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph 7.0 Administration of Contract - Contractor	Replacement of Contractor personnel must be completed within one Business Day.	Inspection, Observation and Complaints	\$100 per employee per occurrence of non-replacement/removal.
Subparagraph 7.1 Contractor's Contract Administrator Subparagraph 7.2 Contractor's Contract Manager/Alternate Contract Manager	Contractor must notify the County's Contract Administrator and County's Contract Manager in writing of any changes to Exhibit E (Contractor's Administration) and provide resumé within five Business Days.	Inspection, Observation and Complaints	\$100 per occurrence of failure to notify or if notification is late.
Subparagraph 7.5 Contractor's Staff Identification	Contractor will provide, at Contractor's expense, all staff providing services under this Contract and visiting or performing services on-site at a County facility, with a photo identification badge in accordance with County specifications. The Contractor's staff, while on duty, must wear clothing with the Contractor's logo that is clearly visible at all times for easy identification by the public	Inspection, Observation and Complaints	\$100 per day failure to provide staff with a photo identification badge in accordance with County specification. \$100 per day per staff who is not wearing an identifiable uniform while on duty.
Subparagraph 8.24.2 General Provisions for all Insurance Coverage Subparagraph 8.25 Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to the TTC.	Receipt and review of insurance information	\$250 per day per policy for each day certificates of insurance coverage and/or renewal certificates are provided past the deadlines established in Subparagraph 8.24.2; and/or the TTC may withhold payments due; and/or the TTC may terminate the Contract.

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraphs 8.39 Record Retention and Inspection Audit Settlement	Contractor to maintain all required documents as specified in this Subparagraph.	Inspection of files	\$50 per occurrence upon notification of incomplete/missing records, and/or failure to provide stated documents upon demand; \$500 per occurrence if requested documents are not received within 48 hours of demand.
Subparagraph 8.39.5 Financial Statements	Provide required financial statements according to this Subparagraph.	Review of reports	\$50 per each day that financial statements are not provided as required in this Subparagraph. Incomplete/inaccurate Financial Statements will be considered late.
Subparagraph 8.39.6 Pending Litigation	Provide required pending litigation notifications according to this Subparagraph.	Review of reports	\$200 per each day that pending litigation notifications are not provided as required in this Subparagraph.
Subparagraph 8.41 Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$500 per occurrence for failure to obtain County's written approval, or possible termination for breach of Contract.

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 3.2 Supplies and Equipment	Contractor personnel to arrive on job site with appropriate supplies, equipment and materials.	Inspection and Observation.	\$75 for each 30-minute delay.
Subparagraph 3.3.1 Commencing Service	Contractor's staff must arrive at the Job Site at a time designated by the County's Contract Manager or designee with all necessary supplies and equipment to begin performance.	Inspection and Observation.	\$75 for each 30-minute delay.
Subparagraph 3.3.2 Commencing Service	The Contractor must notify the County's Contract Manager, or designee, immediately by telephone if the Contractor anticipates delays of more than 30 minutes to begin or complete the Job Assignment.	Inspection and Observation.	\$75 for each 30-minute delay.
Subparagraph 3.3.4 Commencing Service	The Contractor must complete Exhibit D (SOW and Attachments/Exhibits), Attachment 3 (Quality Control Inspection Form), and deliver, fax, or email the Form to the County's Contract Manager, or designee, within 48 hours of completing each Job Assignment.	Receipt and review of Form	\$100 per day late. \$500 if Plan is incomplete.
Subparagraph 3.3.5 Commencing Service	The Contractor must return all keys to the County's Contract Manager, or designee, within one week of the Job Assignment completion as instructed on the Quality Control Inspection Form, unless otherwise instructed by the County's Contract Manager, or designee. The Contractor must contact the County's Contract Manager, or designee, immediately should any problems arise.	Inspection and Observation.	\$500 for each occurrence where Contractor fails to return key within required time period.

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 3.4 Trash Disposal	The Contractor is prohibited from engaging in salvage and recycling activities that benefit the Contractor or the Contractor's staff. The Contractor and the Contractor's staff are also prohibited from retaining and/or salvaging any items for personal or other use.	Inspection and Observation	\$100 per employee per occurrence of unauthorized use of estate equipment and removal of affected employees from Contract.
Subparagraph 3.6 Contractor's Employee Safety	The Contractor will be responsible for ensuring that the Contractor's staff are appropriately equipped and attired in compliance with all applicable safety standards (e.g., work gloves, uniforms, eye, and ear protection, etc.). The Contractor will be responsible for replacing any equipment and attire that no longer comply with safety standards.	Inspection and Observation	\$100 per occurrence.
Subparagraph 3.8.2 Other Requirements	Once a Job Site has been assigned to the Contractor, the Contractor must not reject the Job Assignment. Contractor will be subject to assessment if an assigned Job Assignment is rejected.	Inspection and Observation	\$500 per occurrence for rejected job assignment.
Subparagraph 3.8.3 Other Requirements	In the event damage or injury occurs during a Job Assignment, the Contractor will complete and submit Exhibit D (SOW and Attachments/Exhibits), Attachment 2 (Field Incident Report) to the County's Contract Manager within one Business Day of the incident.	Receipt of Report	Up to \$500 per occurrence for failure to submit Report of incident occurrence.

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 5.0 Quality Control Plan	The Contractor must submit a Quality Control Plan to the County’s Contract Administrator within ten Business Days following the start date of this Master Agreement and as changes occur during the Master Agreement Term or upon request. Contractor must review its Quality Control Plan annually and update as changes occur.	Receipt of Plan	\$100 per occurrence for failure to provide Quality Control Plan within ten business days of Contract start date and/or failure to provide Plan within ten business days as changes occur. \$500 for non-compliance to Contractor’s Quality Control Plan; \$100 per day for failure to comply with corrective action plan.
Subparagraph 6.1 Meetings	The Contractor is required to attend any scheduled meeting as agreed upon by the County and the Contractor.	Attendance	\$100 per occurrence of failure to attend scheduled meetings.
Subparagraph 6.5 Site Visits	The Contractor’s staff must work diligently to complete the Job Assignment in a quality manner on a timely basis	Inspection and Observation	\$100 per occurrence of failure to complete work in a timely, workmanlike manner.

TRASH REMOVAL SERVICES PRICING SCHEDULE

Contractor’s pricing schedule will remain firm and fixed for the term of the Master Agreement, inclusive of any renewal options exercised by the County pursuant to Paragraph 4.0 of the Master Agreement.

<u>Labor</u>	<u>*Price</u>	<u>**Overtime Price</u>
1 worker and 1 truck	\$ <u>95</u> /hour	\$ <u>142.50</u> /hour
2 workers and 1 truck	\$ <u>125</u> /hour	\$ <u>187.50</u> /hour
Additional worker	\$ <u>60</u> /hour	\$ <u>90</u> /hour

***Price includes cost for utilization of miscellaneous equipment, such as padlocks, chains, lumber and hardware, etc. Miscellaneous equipment is supplied by the Contractor at no additional cost to the TTC (Statement of Work, Subparagraph 3.2).**

****Overtime rates will not be paid unless specifically ordered and pre-authorized by the TTC (Master Agreement, Subparagraph 5.5.3).**

Dumpster Rental: The TTC will reimburse Contractor for any dumpster rentals, dump fees, and/or dump permits based on actual fees paid by Contractor, as indicated on legible copies of receipts attached to invoices. If Contractor owns a dumpster rental company, the TTC expects the most favored customer price (Master Agreement, Subparagraph 5.5.5).

Specialty Equipment: Reimbursement for actual fees will not be paid unless pre-approved in writing by the County’s Contract Manager (Statement of Work, Subparagraph 3.2.3).

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Pricing Schedule
- 11) Attestation of Willingness to Meet Minimum Standards Upon Master Agreement Award
- 12) Declaration

REQUIRED FORMS – EXHIBIT 1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name: Click or tap here to enter text.	County Webven Number: Click or tap here to enter text.	
Address: Click or tap here to enter text.		
Telephone Number: Click or tap here to enter text.	Email: Click or tap here to enter text.	
Internal Revenue Service Employer Identification Number: Click or tap here to enter text.	California Business License Number: Click or tap here to enter text.	
1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or LLC:</p> <p>Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text.</p> <p>State of Incorporation: Click or tap here to enter text.</p> <p>Year of Incorporation: Click or tap here to enter text.</p> <p>If Limited Partnership or a Sole Proprietorship:</p> <p>Name of proprietor or managing partner: Click or tap here to enter text.</p> <p>If other: Specify business structure name: Click or tap here to enter text.</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: Click or tap here to enter text.</p> <p>Country of Registration: Click or tap here to enter text.</p> <p>Year became DBA: Click or tap here to enter text.</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: Click or tap here to enter text.</p> <p>State of Incorporation or registration of parent firm: Click or tap here to enter text.</p>
4	<p>Has your firm done business under other names within last five years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): Click or tap here to enter text.</p> <p>Year(s) of Name Change: Click or tap here to enter text.</p>

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."	Click or tap here to enter text.
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <p>Click or tap here to enter text.</p>
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	<p>Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.</p>

REQUIRED FORMS – EXHIBIT 2
CERTIFICATION OF COMPLIANCE

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

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
6	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <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
7	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Vendors requesting preference consideration must complete and include this form in their Statement of Qualification (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 Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

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

OR

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

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

REQUIRED FORMS – EXHIBIT 4

DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name: [Click or tap here to enter text.](#)

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 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 years.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

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

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Vendor acknowledges and certifies that it meets and will comply 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	<p>Vendor must have at a minimum three consecutive years of experience, within the last five years, providing services or services equivalent or substantially similar to the services identified in Exhibit D1 – Statement of Work (SOW).</p> <p>In the event the Vendor itself does not have the requisite three consecutive years, but one or more of the principals involved in managing the daily operation of the firm individually meet the requisite experience, then their experience performing services equivalent or substantially similar to the services identified in Exhibit D1 – SOW, may, at the County of Los Angeles’ (County) sole discretion, be considered in meeting this requirement. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this document with its SOQ submission under Vendor’s Background and Experience (Section A.1).</p>	<input type="checkbox"/>	<input type="checkbox"/>
2	<p>Vendor must have and identify a Contract Manager with two consecutive years of documented related experience including, but not limited to, providing the services either with the Vendor or documented experience with another firm. Vendor must provide a detailed written description and/or resume demonstrating the required experience to fulfill this requirement and submit this documentation with its SOQ submission under Vendor’s Background and Experience (Section B.1).</p>	<input type="checkbox"/>	<input type="checkbox"/>
3	<p>Vendor must have a business office located within the United States of America with a responsible person(s) to maintain all reports/records that are required per this RFSQ. Vendor must provide the address of its business office in its SOQ.</p>	<input type="checkbox"/>	<input type="checkbox"/>

4	Vendor must possess valid and current city, county, and state permits and licenses (e.g., California driver license, business license, dumpster permit, if applicable, etc.).	<input type="checkbox"/>	<input type="checkbox"/>
5	<p>Vendor must complete and submit with its SOQ Exhibit 11 – Attestations of Willingness to Meet Minimum Standards Upon Contract Award, of Appendix D – Required Forms, attesting their willingness and ability to:</p> <ul style="list-style-type: none"> -Enter premises of deceased individuals, where death may have resulted from natural or other than natural causes, and where vermin and other infestations may be in evidence; -Enter, at own risk, work locations which may include uneven or damaged surfaces in substandard condition; -Furnish all required trucks and equipment, and personal protective equipment for staff, necessary to complete requested Trash Removal Services; and -Perform Trash Removal Services throughout the County, including unincorporated and incorporated areas as requested by the TTC. From time to time, Vendor must be available to perform Trash Removal Services in neighboring counties, e.g., Orange County, Riverside County, San Bernardino County, and Ventura County. 	<input type="checkbox"/>	<input type="checkbox"/>
6	If Vendor's compliance with a county contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last ten 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 that remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: Click or tap here to enter text.

Provide all public entity contracts for the last three years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
EMAIL:	<u>Click or tap here to enter text.</u>

AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
EMAIL:	<u>Click or tap here to enter text.</u>

AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
EMAIL:	<u>Click or tap here to enter text.</u>

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Vendor's Name: [Click or tap here to enter text.](#)

Vendor must provide three references where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
EMAIL:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
EMAIL:	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
EMAIL:	

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

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

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

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

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

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

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

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

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

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: [Click or tap here to enter text.](#)

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:
[Click or tap here to enter text.](#)

[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):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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.

[Click or tap here to enter text.](#)

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).*

[Click or tap here to enter text.](#)

- 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.

[Click or tap here to enter text.](#)

B. CONTRIBUTIONS

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

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

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

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*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 [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (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

[Click or tap here to enter text.](#)
Date

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), 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

[Click or tap here to enter text.](#)
Date

REQUIRED FORMS – EXHIBIT 10

**TRASH REMOVAL SERVICES
PRICING SCHEDULE**

Contractor’s pricing schedule will remain firm and fixed for the term of the Master Agreement, inclusive of any renewal options exercised by the County pursuant to Paragraph 4.0 of the Master Agreement.

<u>Labor</u>	<u>*Price</u>	<u>**Overtime Price</u>
1 worker and 1 truck	\$ <u> 95 </u> /hour	\$ <u> 142.50 </u> /hour
2 workers and 1 truck	\$ <u> 125 </u> /hour	\$ <u> 187.50 </u> /hour
Additional worker	\$ <u> 60 </u> /hour	\$ <u> 90 </u> /hour

***Price includes cost for utilization of miscellaneous equipment, such as padlocks, chains, lumber and hardware, etc. Miscellaneous equipment is supplied by the Contractor at no additional cost to the TTC (Statement of Work, Subparagraph 3.2).**

****Overtime rates will not be paid unless specifically ordered and pre-authorized by the TTC (Master Agreement, Subparagraph 5.5.3).**

Dumpster Rental: The TTC will reimburse Contractor for any dumpster rentals, dump fees, and/or dump permits based on actual fees paid by Contractor, as indicated on legible copies of receipts attached to invoices. If Contractor owns a dumpster rental company, the TTC expects the most favored customer price (Master Agreement, Subparagraph 5.5.5).

Specialty Equipment: Reimbursement for actual fees will not be paid unless pre-approved in writing by the County’s Contract Manager (Statement of Work, Subparagraph 3.2.3).

REQUIRED FORMS - EXHIBIT 11

ATTESTATION OF WILLINGNESS TO MEET MINIMUM STANDARDS UPON MASTER AGREEMENT AWARD

As a threshold requirement for consideration for Master Agreement award, Vendor must attest to willingness and ability to:

_____ Initial Enter premises of deceased individuals, where death may have resulted from natural or other than natural causes. Premises may also be infested or show evidence of current or prior infestation by vermin, pests, rodents, wild or feral animals and other similar hazards.

_____ Initial Enter, at own risk, work locations which may include uneven or damaged surfaces in substandard conditions.

_____ Initial Perform Trash Removal Services throughout the County of Los Angeles, including unincorporated and incorporated areas and throughout neighboring counties, (e.g., Orange County, Riverside County, San Bernardino County, and Ventura County) as requested by TTC staff.

_____ Initial Furnish all required trucks and equipment, including personal protective equipment for staff, necessary to complete requested Trash Removal Services.

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

Authorized Signature: _____

Printed Name: _____

Company Name: _____

Date: _____

REQUIRED FORMS – EXHIBIT 12

DECLARATION

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

PRINT NAME: Click or tap here to enter text.	TITLE: Click or tap here to enter text.
SIGNATURE:	DATE: Click or tap here to enter text.

APPENDIX C

Appendix

C Solicitation Requirements Review (SRR) Request

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

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

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

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

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

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

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>	
Date SRR Request Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	