



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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TREASURER AND TAX COLLECTOR

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February 24, 2025

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR PROPOSALS FOR THE PROVISION OF PERSONAL PROPERTY AUCTION SERVICES

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Personal Property Auction Services.

You may download the RFP 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 **Personal Property Auction Services**. You may also download the RFP by accessing the TTC's website <https://ttc.lacounty.gov/contract-opportunities/>. Potential Proposers are responsible for downloading and reviewing the entire RFP.

The RFP includes the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 4.0, Minimum Mandatory Requirements, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work (SOW), of Appendix A (Contract). Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.

Pursuant to Subparagraph 8.5.5, Exceptions to Terms and Conditions of Contract and/or Requirements of SOW (Section E), Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non-responsive.

The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists a large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer able to accept the Standard Terms and Conditions as is, without any exception, is more


responsive to the RFP than a Proposer that takes a number of exceptions to the Standard Terms and Conditions.

During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.

A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at **9:00 a.m. Pacific Time (PT) on Tuesday, March 4, 2025. Vendors that intend to submit proposals must attend this Conference or will be disqualified.** To register to attend the Conference, please send an email to Maria Vadai, Contracts Section, at contracts@ttc.lacounty.gov no later than **5:00 p.m. PT on Friday, February 28, 2025.**

Proposals must be prepared in accordance with Paragraph 8.0, Business Proposal Requirements and Evaluation. **Proposals are due no later than 5:00 p.m. PT on Thursday, March 13, 2025,** and must be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.

Very truly yours,


ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector



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

**REQUEST FOR PROPOSALS
FOR
THE PROVISION OF
PERSONAL PROPERTY AUCTION SERVICES (PPAS)
TTC RFP 2025-01 PPAS**

FEBRUARY 2025

**Prepared By
County of Los Angeles**

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APPENDICES

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

1.0 SOLICITATION INFORMATION

Request for Proposals (RFP) Release Date	02/24/25
RFP Contact	Maria Vadai, via email: contracts@ttc.lacounty.gov
Solicitation Requirements Review Request Due	03/03/25 by 5:00 p.m. Pacific Time (PT)
Deadline to Register for Mandatory Virtual Proposer’s Conference	02/28/25 by 5:00 p.m. PT
Mandatory Virtual Proposer’s Conference	03/04/25 at 9:00 a.m. PT
Written Questions Due	03/05/25 by 5:00 p.m. PT
Questions and Answers Released via Addendum on or about	03/07/25
Proposals Due	03/13/25 by 5:00 p.m. PT
Anticipated Contract Term	<p>Base Term: Three years</p> <p>*Option periods: Three additional one-year periods, and six month-to-month extensions</p> <p>Maximum total Contract Term: Six years and six months</p> <p>*Option periods are exercised at the sole discretion of the Department of Treasurer and Tax Collector</p>

2.0 INTRODUCTION

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

The California Probate Code authorizes the PA to sell personal property of decedent or conservator estates, when necessary, in the best interest of the estates either by public or private sale.

Personal property may include appliances, electronics, clothing, furniture, artwork, sport and outdoor equipment, home furnishings, collectibles, jewelry, coins, tools, and vehicles. Personal property may be stored at the PA Warehouse or other location. To accommodate specialty items, the County may request an onsite field auction at various locations throughout the County.

The County may conduct 10 to 12 auctions per fiscal year. The amount of personal property for sale per auction will vary. The County will provide a list of the properties to be sold for each auction to the auctioneer via email, fax, or other means as appropriate.

3.0 PURPOSE-CONTRACT FOR PERSONAL PROPERTY AUCTION SERVICES

The purpose of this solicitation is to contract with the firm best qualified to provide services described in Exhibit A (SOW).

3.1 Statement of Work (SOW)

Contractor will be expected to implement the requirements outlined in Exhibit A (SOW) of Appendix A (Contract) of this RFP. The TTC is seeking proposals from highly experienced Proposers to sell the personal properties by public auction and/or private competitive sale.

3.2 Contract: County Terms and Conditions

Contractor will be expected to implement the requirements outlined in Appendix A (Contract) of this RFP.

3.2.1 Anticipated Contract Term

The Contract Term is anticipated to be for a period of three years upon execution of the Contract, unless sooner terminated or extended in whole or in part, with up to three additional one-year renewal options

and six month-to-month extensions, for a maximum total Contract Term of six years and six months. Option periods will be exercised at the sole discretion of the Treasurer and Tax Collector, or designee.

3.2.2 Commission Rate and Buyer's Premium

The Contractor's Commission Rate and Buyer's Premium will remain firm and fixed for the Contract Term as indicated in Exhibit 10 (Commission Rate and Buyer's Premium Schedule) of Appendix B (Required Forms) of this RFP.

3.2.3 Days of Operation

Services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 8:00 a.m. to 4:00 p.m. PT) except for County Observed Holidays, unless specified otherwise in the Contract, or requested by the County. In addition, Contractor must provide any necessary services, including but not limited to, those services described in Exhibit A (SOW) of Appendix A (Contract), that do not require access to County facilities, regardless of the County's normal business hours and/or Observed Holidays.

3.2.4 Indemnification and Insurance

Contractor will be required to comply with the provisions contained in Subparagraph 8.23 (Indemnification) of Appendix A (Contract). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Contract).

3.3 Terms and Definitions

All capitalized terms and definitions will have the meaning set forth in Appendix A (Contract), Paragraph 2.0 (Definitions), or as provided in context.

4.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW) of Appendix A (Contract), of this RFP, are invited to submit a proposal, provided they meet the following minimum mandatory requirements at the time of proposal submission. Where indicated, Proposers must provide a confirming statement, and provide supporting documentation, if applicable, in response to meeting that Minimum Mandatory Requirement. Any misrepresentation may result in the automatic disqualification of the Proposer at any phase of the evaluation process.

- 4.1 Proposer must have five years' experience, within the last five years, providing Personal Property Auction Services equivalent or similar to the services identified in Exhibit A (SOW).
- 4.1.1 In the event the Proposer does not have the requisite five years' experience, but one or more of the principals involved in managing the daily operation of the firm individually has such experience, then their experience performing services equivalent or substantially similar to the services identified in Exhibit A (SOW), may be considered in meeting this requirement. Proposers must provide a detailed written description and/or resumé demonstrating the required five years' experience, or the experience of the principal(s), to fulfill this requirement and submit this documentation with the proposal submission under Proposer's Background and Experience (Section B.1).
- 4.2 Proposer must be a member of the America Society of Appraisers (ASA) and/or the Certified Appraisers Guild of America (CAGA).
- 4.2.1 In the event the Proposer does not have a membership, but one or more of the principals involved in managing the daily operation of the firm individually has such membership, then their membership may be considered in meeting this requirement. The Proposer must provide proof of the Proposer's current membership, or its principals' current membership, to fulfill this requirement.
- 4.3 Proposer must have a minimum of three years' experience conducting auctions that includes the sale of firearms. **The Proposer must provide a written statement in its proposal attesting to its ability to meet this requirement.**
- 4.4 Proposer must have and identify a Contractor's Contract Administrator, Contractor's Contract Manager and Contractor's Auction Manager with three years of documented related experience (e.g., resumé, degree, certificate of completion) in providing Personal Property Auction Services either with the Proposer or documented experience with another firm prior to employment with the Proposer. **The Proposer must provide a written statement in its proposal attesting to its ability to meet this requirement.**
- 4.5 Proposer must have a business office located within or adjacent to the County with responsible persons to maintain all records that are required per this RFP. **Proposer must provide a business license to meet this requirement.**
- 4.6 Proposer must provide proof of compliance with [California Civil Code sections 1812.600-609](#), and the willingness to comply with all laws applicable to the provision of auction services. **Proposer must submit a photocopy of the bond and deposit receipt to meet this requirement and Proposer must provide a**

written statement in its proposal attesting to its willingness to comply with all laws applicable to the provision of auction services.

- 4.7** One or more of the Proposer’s representatives must attend the virtual Mandatory Proposers Conference described in Subparagraph 8.3 (Mandatory Proposers’ Conference), of this RFP document.
- 4.8** If Proposer’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last ten years, Proposer 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.

5.0 COUNTY’S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Contract Execution

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

5.2 Final Contract Award by the Treasurer and Tax Collector

Notwithstanding a recommendation of a Department, agency, individual, or other reviewing body, the Treasurer and Tax Collector retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Contract, and to determine which proposal best serves the interests of the County. The Treasurer and Tax Collector, on behalf of the County, has the decision-making authority and makes the final determinations as to when to award, or not award, a contract for the provision of Personal Property Auction Services.

5.3 County’s Option to Reject Proposals

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

5.4 County's Right to Amend Request for Proposals

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

5.5 Background and Security Investigations

All Contractor personnel performing work under the Contract will be required to undergo and pass to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under the Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal level review, which include, but may 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 background investigation will be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

6.0 NOTIFICATION TO PROPOSERS

6.1 California Public Records Act

6.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) the Department receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) the Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's

Proposer recommendation appears on the Board of Supervisors (Board) agenda.

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

6.1.2 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 proposal as confidential will not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary," in nature.

6.1.3 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 a proposal marked "Confidential," "Trade Secrets," or "Proprietary," Proposer 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.

6.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing, and emailed to:

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2025-01 PPAS

Attention: Maria Vadai

If it is discovered that Proposer 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 proposal from further consideration.

6.3 Mandatory Requirement to Register on County's WebVen

All potential Contractors must be registered in the County's WebVen by or before proposal submission. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

6.4 Protest Policy Review Process

6.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subparagraph 6.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

6.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer 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.

6.4.3 Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) are limited to the following:

6.4.3.1 Solicitation Requirements Review (referenced in Subparagraph 10.1)

6.4.3.2 Disqualification Review (referenced in Subparagraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Subparagraph 10.3)

6.4.3.4 County Independent Review (referenced in Subparagraph 10.4)

6.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer 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).

6.6 Determination of Proposer Responsibility

- 6.6.1** A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible proposers.
- 6.6.2** Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible.
- 6.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer 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 Proposer'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.
- 6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 6.6.5** If the Proposer 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 Proposer will reside with the Board.
- 6.6.6** These terms will also apply to proposed Subcontractors of Proposers on County contracts.

6.7 Proposer Debarment

6.7.1 The Proposer is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Proposer 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 Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer 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 Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity. These terms will also apply to proposed Subcontractors of Proposers on County contracts.

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

6.8 Improper Considerations

6.8.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer 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 the contract.

6.8.2 Notification to County

A Proposer 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 Proposer's submission being eliminated from consideration.

6.8.3 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.

6.9 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 Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. 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 Proposer 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.

6.10 Consideration of GAIN/START Participants for Employment

6.10.1 As a threshold requirement for consideration for contract award, Proposers 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. Proposers must attest to a willingness to provide employed GAIN/START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

6.10.2 Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

6.11 Jury Service Program

6.11.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service

Program”) ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Subparagraph 8.8 (Compliance with the County’s Jury Service Program) of Appendix A (Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- 6.11.2** 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.

6.12 Pending Acquisitions/Mergers by Proposing Company

The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer 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 Proposer in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will 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.

6.13 Intentionally Omitted

6.14 Defaulted Property Tax Reduction Program

- 6.14.1** The prospective contract is subject to the requirements of the County’s Defaulted Property Tax Reduction Program (“Defaulted Tax Program”), ([Los Angeles County Code, Chapter 2.206](#)). Prospective

Contractors should reference the pertinent provisions in Subparagraph 8.52 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.53 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

- 6.14.2** Proposers 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-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).
- 6.14.3** Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

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

- 6.15.1** 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 Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.
- 6.15.2** Contractors 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 8.55 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.16 Intentionally Omitted

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

- 6.17.1** 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 must be

Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

- 6.17.2** 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.
- 6.17.3** 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.
- 6.17.4** 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.

6.18 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices

- 6.18.1** 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](#).
- 6.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Contract. Further, Contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

6.19 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 Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract ([Los Angeles County Code, Chapter 2.202](#)).

6.20 Community Business Enterprise (CBE) Participation

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

All Proposers 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 Contract. The Proposer 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 Proposer'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 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.

6.21 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 Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers 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 proposal is submitted, and as requested at any time by

the County prior to contract award. Failure by the Proposer 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 proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers 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 contract proceeding involving this solicitation.

6.22 Intentionally Omitted

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

7.1.1 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.

7.1.2 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 Paragraphs 7.2, 7.3, and 7.4 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>.

7.1.3 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.

7.1.4 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.

7.2 Local Small Business Enterprise (LSBE) Preference Program

7.2.1 The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the Federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).

- 7.2.2** The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.
- 7.3 Social Enterprise (SE) Preference Program**
- 7.3.1** The County will apply the SE 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](#).
- 7.3.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.3.3** Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.
- 7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**
- 7.4.1** The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 7.4.2** 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>.
- 7.4.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their DVBE certification approval letter from the DCBA with their proposal.
- 7.5 Preference Program Enterprises (PPEs) – Prompt Payment Program**
- It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Calendar Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of

receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

8.1 Truth and Accuracy of Representations

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

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by email to the individual identified below. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

8.2.2 When submitting questions, please specify the RFP, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. 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 RFP 2025-01 PPAS – Proposers' Questions

Attention: Maria Vadai

8.3 Mandatory Proposers' Conference

8.3.1 A Mandatory Virtual Proposers' Conference will be held on the date and time indicated in Paragraph 1.0 (Solicitation Information) to discuss the RFP requirements. County staff will respond to questions from potential Proposers. All potential Proposers **must** attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.

8.3.2 Proposers planning to attend the Mandatory Virtual Proposers' Conference must register by the date and time indicated in Paragraph 1.0 (Solicitation Information). 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: PPAS RFP Proposers' Conference Registration

The purpose of the Mandatory Virtual Proposers' Conference is to answer questions concerning the written specifications of this RFP 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 Mandatory Virtual Proposer's Conference that may give any one Proposer advantage over another in responding to this RFP.

Proposers are to ensure their representative(s) inform the County's moderator that the Proposer is in attendance via webinar and the moderator will manually enter the Proposer's information onto the official sign-in attendance sheet. The sign-in attendance sheet will serve as evidence that a Proposer was present at the Mandatory Virtual Proposers' Conference and a mailing list for disseminating any addendum/addenda to the RFP, subsequent to the Mandatory Virtual Proposers' Conference, if the County determines that such addendum/addenda is necessary.

Proposers are advised to be prompt as late arrivals will not be admitted once the conference begins. Proposals from firms that did not attend the Mandatory Virtual Proposers' Conference will be rejected.

8.4 Preparation of the Proposal

8.4.1 Proposers must submit two separate proposals: a Business Proposal and a Cost Proposal, which are submitted in the prescribed format. The County may reject any proposal that deviates from this format as non-responsive without review at the County's sole discretion.

8.4.2 Proposer should ensure its proposal includes complete and thorough responses to all requirements within this RFP using its own words and not copying language directly from this RFP. The objective of the proposal submission is for the TTC to ascertain the Proposer's ability to provide the required services. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly evaluated in a standard manner.

8.4.3 The County assumes no responsibility for any misunderstanding or representations made by any of its employees prior to the execution of a Contract concerning requirements or other conditions related to proposals. Requirements and conditions related to proposals are either included in the RFP or in an addendum to the RFP.

8.5 Business Proposal Requirements and Evaluation Criteria (70%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

Business Proposal Format:

8.5.1 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section and paragraph reference numbers.

8.5.2 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide the Department with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

8.5.3 Proposer's Qualifications (Section B) (25%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this section.

County reserves the right, at its sole discretion, to consider additional information, including references, and to deduct points based on this additional information.

1. Proposer's Background and Experience (Section B.1)

Provide a detailed description of relevant background information, and the requisite documentation, to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability, knowledge, and experience to perform the required services as a corporation or other entity. The detailed description should include, but not be limited to, the following:

- A.** Proposer must have five years' experience, within the last five years, providing Personal Property Auction Services equivalent or similar to the services identified in Exhibit A (SOW).

- a. In the event the Proposer does not have the requisite five years' experience, but one or more of the principals involved in managing the daily operation of the firm individually has such experience, then their experience performing services equivalent or substantially similar to the services identified in Exhibit A (SOW), may be considered in meeting this requirement. Proposers must provide a detailed written description **and/or** resumé demonstrating the required five years' experience, or the experience of the principal(s), to fulfill this requirement and submit this documentation with the proposal submission under Proposer's Background and Experience (Section B.1).

Resumé for the principal must include the following:

Provide the name(s) of the principal(s) and the following:

- a) Employee's current title;
 - b) Description of current responsibilities with the Proposer;
 - c) Specific length of time with this Proposer (include month and year hired);
 - d) Background/Prior Experience (include dates of employment);
 - e) Proposed position under the Contract, or a description of the work that will be performed; and
 - f) Any type of special expertise (e.g., knowledge of personal property auctions, advertising/marketing, etc.) held by the person, any certifications, education, or other information that clearly and specifically documents such expertise.
- B.** Proposer must have and identify a Contractor's Contract Administrator, Contractor's Contract Manager, and a Contractor's Auction Manager with three years of documented related experience (e.g., resumé, degree, certificate of completion) in providing Personal Property Auction Services either with the Proposer or documented experience with another firm prior to employment with the Proposer.

Resume must include:

Provide the names of the Contractor's Contract Administrator,

Contractor's Contract Manager, and Contractor's Auction Manager, and the following:

- a) Employee's current title;
- b) Description of current responsibilities with the Proposer;
- c) Specific length of time with this Proposer (include month and year hired);
- d) Background/Prior Experience (include dates of employment);
- e) Proposed position under the Contract, or a description of the work that will be performed; and
- f) Any type of special expertise (e.g., knowledge of personal property auctions, advertising/marketing, etc.) held by the person, any certifications, education, or other information that clearly and specifically documents such expertise.

2. Proposer's List of References (Section B.2)

Proposer will be evaluated on the verification of the three references provided in Appendix B (Required Forms), Exhibit 8 (List of References). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

Proposer must provide three references for government agencies for whom the Proposer currently provides the same or similar scope of services to those services set forth in this RFP.

Proposer's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal. **The TTC will not accept references for existing or terminated contracts/projects and/or subcontracts with the TTC to meet this requirement.**

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

County may disqualify a Proposer as non-responsive and/or non-responsive if:

- A. references fail to substantiate Proposer's description of the services provided; or

- B. references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- C. the Department is unable to reach the point of contact with reasonable effort (i.e., three attempts). It is the Proposer's responsibility to inform the point of contact that the TTC may contact Proposer's references during normal working hours (defined as between 8:00 a.m. and 5:00 p.m. PT).

3. Proposer's Debarment History and List of Terminated Contracts

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer 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). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal. **If Proposer did not have any contracts terminated within the past three years, Proposer must include a statement to that effect.**

4. Proposer's Financial Capability (Section B.3)

The County will conduct a review of Proposer's financial capability. Proposer 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, all financial statements will be kept confidential if so stamped on each page.

5. Applicable Licenses and/or Permits (Section B.4)

The proposing firm must provide proof of their compliance with Title 2.95 (commencing with Section 1812.600) of Part 4 of Division 3 of the California Civil Code related to maintenance by an auctioneer of a surety bond with the State of California. Submit a photocopy of the bond and deposit receipt to meet this requirement. Additionally, provide copies of all applicable

licenses and/or permits. When a license specifies the post office address of the activity licensed, the licensee may conduct such activity only at the address specified on the license.

6. Proposer's Pending Litigation and Judgments (Section B.5)

The County will conduct a review of Proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. **If Proposer does not have pending litigation and has not had judgments against Proposer within the last five years, Proposer must include a statement to that effect.** Significant litigation potentially impacting contract performance or failure to disclose litigation may result in a point deduction or disqualification at the County's sole discretion.

7. Proof of Insurability (Section B.6)

Proposer **must** provide proof of insurability that meets all insurance requirements set forth in the **Appendix A (Contract) Subparagraphs 8.24 and 8.25**. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract Award must be submitted with the proposal.

8.5.4 Proposer's Approach to Providing Required Services (Section C) (45%)

Proposer will be evaluated on its detailed description of the methodology used to meet the requirements provided in this paragraph and in the Contract and SOW requirements.

1. Describe Proposer's experience in providing the required work;
2. Describe how Proposer will accomplish the service requirements specified in Exhibit A (SOW), Paragraph 2.0 (Scope of Work), including but not limited to the following:
 - a) Subparagraph 2.1, Pre-Auction Activities
 - b) Subparagraph 2.2, Auction
 - c) Subparagraph 2.3, Post Auction Activities
 - e) Subparagraph 2.5, Other Requirements

3. Staffing resources to be utilized and management plan for required work (aside from office coverage);
4. Proposed range and type of advertising is well conceived and can be appropriately tailored to specialty estate items;
5. Development and maintenance of email/ mailing lists that are well organized and regularly updated;
6. Sample of website that is effective and professional in appearance;
7. Sample marketing pieces (including electronic mail) that are effective and professional in appearance;
8. Overall auction preparation and set-up procedures that are appropriate to maximize sales price of estate items;
9. Proposed suitable techniques for identifying unique/distinctive/unusual items;
10. Proposed plan for running PA Warehouse auctions that is adequate;
11. Staffing configuration and monitoring procedures appropriate for PA Warehouse;
12. Appropriate cashiering and checkout procedures;
13. Identified appropriate internal controls for the security of all monies;
14. Adequate independent manual or automated back-up system;
15. Proposed ability to conduct field auctions, if necessary, in an acceptable manner;
16. Proposed ability to conduct auctions remotely, including website and securing payment and protecting assets from loss; and
17. Proposed appropriate staffing, office hours, toll-free number, etc. to handle telephone and in-person inquiries.

8.5.5 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work (Section E)

It is the duty of every Proposer to thoroughly review the Contract and SOW to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated on their willingness to accept the terms and conditions outlined in Appendix A (Contract) and the requirements of the SOW outlined in Exhibit A (SOW) of Appendix A (Contract).

It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Contract and the County's requirements in the SOW. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

Section E of Proposer's response must include:

- 1) A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Contract).
- 2) A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW) of Appendix A (Contract);
- 3) For each exception, the Proposer must provide (1) an explanation of the reason(s) for the exception; (2) the proposed alternative language; and (3) a description of the impact, if any, to the Proposer's price.
 - Indicate all exceptions to the Contract and/or the SOW by providing a 'red-lined' Word version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.
 - Proposers may not take exception to the Standard Terms and Conditions in their entirety, and replace the County's Standard Terms and Conditions with the proposer's alternative Contract and/or SOW. The TTC will consider such proposals non-responsive. If the Proposer fails to clearly identify and include an exception in its proposal submission, the exception will not be considered after the proposal submission due date.
 - The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed.

- The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion.

8.5.6 Business Proposal Required Forms and Corporate Documents (Section F)

Proposal must include all completed, signed, and dated 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 Entities
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form
- Exhibit 10 Commission Rate and Buyer’s Premium Schedule (include in Cost Proposal)
- Exhibit 11 Project Staff Background*
 *At a minimum, Proposer must submit a Project Staff Background form and resume for its Contractor’s Contract Administrator, Contractor’s Contract Manager and Contractor’s Auction Manager.
- Exhibit 12 Declaration

▪ **Corporate Documents**

1) Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

- A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 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 Proposers incorporated in another state, please refer to the California Secretary of State website at [CA SOS](https://www.sos.ca.gov) 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 Proposers 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.

2) Limited Partnership:

The Proposer 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.

8.6 Cost Proposal Requirements and Evaluation (30%)

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

8.6.1 Cover Page

Cover Page must identify, at a minimum, the RFP and the Proposer's name.

8.6.2 Commission Rate and Buyer's Premium Schedule

Exhibit 10 (Commission Rate and Buyer's Premium Schedule) of Appendix B (Required Forms)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

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

Fifteen percent of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost

submitted by all Proposers who requested and were granted the preference.

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

8.7 Firm Offer-Withdrawal of Proposal

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

All proposals shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit proposals.

8.8 Proposal Submission

8.8.1 Proposals must be submitted as follows:

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

Email address: contracts@ttc.lacounty.gov

Attention: Maria Vadai

Subject Line:

PROPOSAL FOR PERSONAL PROPERTY AUCTION SERVICES TTC RFP 2025-01 PPAS

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

8.8.3 Proposals must be submitted as follows:

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

- SFN 01 Bus Prop
- SFN 02 Cost Prop
- SFN 03 Bus Prop (Redact)

- SFN 04 Cost Prop (Redact)
- SFN 05 Required Forms
- Business Proposal must be emailed as one individual searchable PDF document.
 - Exceptions to the Contract and/or the SOW must be submitted in a red-lined Word version as specified in Subparagraph 8.5.5 (Exceptions to Terms and Conditions of Contract, and/or Requirements of SOW and Attachments (Section E) of this RFP.
 - Exhibit 5 (Community Business Enterprise (CBE) Information) of Appendix B (Required Forms) must be submitted in Excel format.
- Cost Proposal must be emailed as one individual searchable PDF document.
- In addition, Proposers must also submit one redacted copy of the Business Proposal and one redacted copy of the Cost Proposal as individual searchable PDF documents, with all confidential, proprietary and trade secret information redacted. Proposer must specifically redact only those parts of the Business and Cost Proposals 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.

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

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

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Failure of the Proposer to comply with the Minimum Mandatory Requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

9.2 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date outlined in Paragraph 1.0 (Solicitation Information).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Contractor.

Evaluation of Business and Cost Proposals

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

Determination of Highest-Overall Rated Proposer

The County will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

After a prospective Contractor has been selected, the County and the prospective Contractor will negotiate a contract for submission to the Treasurer and Tax Collector for consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a contract will not bind the Treasurer and Tax Collector to award a contract to the prospective Contractor.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

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

Department conducting the solicitation. A request for an SRR may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

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

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 proposal due date.

All Requests for SRR must be submitted by the date indicated in Paragraph 1.0 (Solicitation Information) to:

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2025-01 PPAS-Solicitation Requirements Review

Attention: Maria Vadai

10.2 Disqualification Review

A proposal 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 a proposal is disqualified due to non-responsiveness, the Department will notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer 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:

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

10.2.2 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 Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Subparagraph 6.6 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department will notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers will not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subparagraph 10.3.2 (Proposed Contractor Selection Review)), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 Proposed Contractor Selection Review

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

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

- 10.3.2.1** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- 10.3.2.2** The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 1)** The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - 2)** The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
 - 3)** A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - 4)** Another basis for review as provided by State or Federal law; and
- 10.3.2.3** The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date of the final contract award by the Treasurer and Tax Collector. The written decision will

additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Subparagraph 10.4 (County Independent Review) below).

10.4 County Independent Review

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

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

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Subparagraph 10.3.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.

APPENDIX A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR PERSONAL PROPERTY AUCTION SERVICES

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THIS DOCUMENT IS A REQUIRED COUNTY CONTRACT WHICH INCLUDES MANY OF THE COUNTY'S REQUIREMENTS FOR CONTRACTING AS OF THE ISSUANCE OF THE REQUEST FOR PROPOSALS (RFP). THE COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS REQUIRED COUNTY CONTRACT WILL BE INCLUDED IN ANY RESULTANT CONTRACT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT CONTRACT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT CONTRACT.

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
PERSONAL PROPERTY AUCTION SERVICES**

This Contract (“Contract”) made and entered into on [Click or tap here to enter text.](#) 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 County is authorized under California [Probate Code Section 7600](#) et seq. to enter into a contract with Contractor setting forth the conditions for services to be rendered; and

WHEREAS, pursuant to the statutory authority conveyed by California [Probate Code Section 7600](#) et seq. which require the Public Administrator to administer decedent’s estates under particular circumstances and grants authority to sell personal property of decedent’s estates; and

WHEREAS, the County may contract with private businesses for Personal Property Auction Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Personal Property Auction Services; and

WHEREAS, the Treasurer and Tax Collector serves as the Public Administrator in the County of Los Angeles; and

WHEREAS, the Public Administrator is authorized to sell personal property belonging to decedent estates and conservator estates; 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 I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work
- Exhibit B Commission Rate and Buyer's Premium Schedule (Not attached to Contract)
- Exhibit C Intentionally Omitted
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit I Defaulted Property Tax Reduction Program

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.

- 2.1.2 Business Days:** Monday through Friday, excluding County Observed Holidays, unless otherwise stated.
- 2.1.3 Calendar Days:** Monday through Sunday, including County Observed Holidays, unless otherwise stated.
- 2.1.4 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including Exhibit A (Statement of Work (SOW)).
- 2.1.5 Contract Discrepancy Report:** A document utilized by the Department of Treasurer and Tax Collector (TTC) to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.
- 2.1.6 Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.1.7 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.8 Contractor's Authorized Official(s):** The individual(s) authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.1.9 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager. Additionally, Contractor's Contract Administrator must oversee all projects and serve as a point of escalation, as needed.
- 2.1.10 Contractor's Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.1.11 Contractor's Staff:** Any person designated by the Contractor to perform services under this Contract inclusive of, but not limited to, employees, partners, officers, owners, subcontracted auctioneers, volunteers, and interns.
- 2.1.12 County:** The County of Los Angeles.

- 2.1.13 County's Contract Administrator:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract 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.
- 2.1.14 County's Contract Manager:** The individual authorized by the County's Contract Administrator to manage the operations under this Contract.
- 2.1.15 County's Contract's Section – Contract Monitor:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.16 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County Observed Holidays unless otherwise stated in the SOW or Contract. A list of County Observed Holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.17 Day(s):** Calendar-day(s) unless otherwise specified.
- 2.1.18 Department:** The County of Los Angeles Department of Treasurer and Tax Collector, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.19 Effective Date:** The date of approval of this Contract by the County's Board or as indicated in Paragraph 4.0 (Term of Contract).
- 2.1.20 Field Auction:** An auction at a location other than the Public Administrator's Warehouse or the Hall of Records.
- 2.1.21 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.22 Hall of Records:** The Public Administrator's administrative office located in the City of Los Angeles.
- 2.1.23 Lot or Lotting:** The process of grouping personal property items for sale at an auction and/or relocating personal property items for display at an auction.
- 2.1.24 Online Auction:** An auction conducted using the internet.
- 2.1.25 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract and the SOW that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.

- 2.1.26 Personal Property:** Items such as, but not limited to: appliances, electronics, clothing, furniture, artwork, sport and outdoor equipment, home furnishings, collectibles, jewelry, coins, tools, and vehicles, including, but not limited to: cars, trucks, motorcycles, or trailers.
- 2.1.27 Public Administrator (PA):** The County official and deputized staff responsible for protecting and administering estates of deceased individuals. The Treasure and Tax Collector serves as the *ex officio* Public Administrator for the County.
- 2.1.28 Public Administrator Warehouse:** The storage facility used to safeguard Personal Property, located in the City of Industry.
- 2.1.29 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.
- 2.1.30 Statement of Work:** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A (SOW).
- 2.1.31 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.32 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 Contract, under oral or written agreement.
- 2.1.33 Treasurer and Tax Collector:** The officer appointed as the County Treasurer and Tax Collector.
- 2.1.34 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.1.35 TTC Employees:** The staff of the County's Department of Treasurer and Tax Collector.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein, including, but not limited to, Exhibit A (SOW).
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract will conform to high professional standards as exist in the Contractor's profession or field of practice.

- 3.3** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be three years commencing after execution by the Treasurer and Tax Collector, unless terminated sooner or extended, in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the TTC will have the sole option to extend this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of six years and six months. Each such extension option may be exercised at the sole discretion of the Treasurer and Tax Collector. In the event the County desires to renew the Contract by exercising an option term, the County will provide Contractor with a written notice of intent to renew the Contract. The option to renew will be set forth in writing, as provided in Subparagraph 8.1 (Change Notices and Amendments) of this Contract.

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 contract term extension option.

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

5.0 COMMISSION RATE AND BUYER'S PREMIUM

5.1 Commission Rate and Buyer's Premium

- 5.1.1** In accordance with the Contract term, the TTC will assign auctions of personal property, as defined in Exhibit A (SOW), to the Contractor for which the Contractor will retain a commission as set forth in Exhibit B (Commission Rate and Buyer's Premium Schedule), on gross sales on items sold at auctions.
- 5.1.2** The Contractor's Commission Rate and Buyer's Premium will remain firm and fixed for the Contract term in accordance with Exhibit B (Commission Rate and Buyer's Premium Schedule), of this Contract.
- 5.1.3** 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.

5.1.4 Commission Payments

The Contractor will collect gross receipts at the auctions, subtract the appropriate commission identified in Exhibit B (Commission Rate and Buyer's Premium Schedule), and amounts for pre-approved expenses, if any; and will, within one Business Day after the auction, present the TTC with a check for the net proceeds either in person or by certified mail addressed to the County Contract Administrator identified in Exhibit D (County's Administration).

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Intentionally Omitted

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Intentionally Omitted

5.6 Intentionally Omitted

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

5.7.1 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).

- 5.7.2** 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.
- 5.7.3** 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.
- 5.7.4** At any time during the duration of the 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 CONTRACT - COUNTY

6.1 County's Administration

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

The TTC will assign a County's Contract Administrator and a County's Manager to provide, among other things, overall management and coordination of the Contract 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 the Contract and determines the Contractor's compliance with this Contract. 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 Administration is responsible for providing, among other things; overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and serve as a point of escalation, as needed.
- 6.2.3** The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1 (Change Notices and Amendments) of this Contract, 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 coordinating sales and 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 any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract's 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 Contract provisions from the Contractor.

7.0 ADMINISTRATION OF CONTRACT – 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 E (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 Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract. The Contractor must provide County's Contract Administrator and County's Contract Manager, with the information specified in Exhibit E (Contractor's Administration), for the individual designated to act as the Contractor's Contract Administrator at the time this Contract is implemented and as changes occur during the Contract 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 will be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Contract. Additionally, Contractor's Contract Administrator will 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 mutually agreed upon by the parties.

7.2 Contractor's Contract Manager

7.2.1 The Contractor's 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 E (Contractor's Administration), for the individual designated to act as the Contractor's Contract Manager at the time this Contract is implemented and as changes occur during the Contract term. Such notification must be made by the Contractor no later than five Business Days after a change occurs and must include a current resume and copy of the Personal Estate Contractor's license for the new Contractor's Contract Manager. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

7.2.2 The Contractor's Contract Manager and all individuals designated to act as the Contractor's Contract Manager must possess a valid California Personal Estate Contractors' License and maintain such in good standing. The Contractor's Contract Manager must have five years of documented related experience in providing auction services, either with the Contractor or Contractor's firm and/or with another firm prior to employment with the Contractor.

7.2.3 The Contractor's 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.

7.2.4 The Contractor's Contract Manager must be available on Business Days during regular business hours from 8:00 a.m. to 5:00 p.m. Pacific

Time (PT), Monday through Friday, for telephone and email contact and to meet as needed with the County's Contract Manager to discuss the Contract.

7.3 Contractor's Auction Manager

The Contractor is also required to designate an individual to act as the Auction Manager. The Auction Manager must provide overall management and coordination of the day-to-day auction operations and services provided under the Contract. The Auction Manager must be onsite on a daily basis, from 7:00 a.m. to 4:00 p.m. PT, or until auction activities are concluded to oversee the auction preparation which will include Saturdays, if applicable. In addition, the Auction Manager must be on-site during each auction to oversee the activities throughout the auction's duration.

7.4 Approval of Contractor's Staff

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

7.5 Contractor's Staff Identification

7.5.1 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 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 Contract or when entering a County facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

7.5.2 The Contractor's staff, while on duty, must wear clothing with the Contractor's logo clearly visible at all times for easy identification by the public.

7.6 Contractor's Staff

7.6.1 The Contractor is responsible for providing training and supervising staff assigned to perform services under the Contract. All staff assigned by the Contractor to perform these services shall at all times be employees of the Contractor; and, the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any staff member, who in the opinion of the County is performing unsatisfactory work, shall be removed from the performance of

services related to the Contract immediately upon the written request of the County's Contract Manager, or designee.

7.6.2 The Contractor shall ensure a high standard of conduct of the Contractor's staff, including compliance at all times with all applicable Local, State and Federal Laws and regulations related to Personal Property sales, auctions, Court requirements and orders, and the specific requirements of the Contract. The Contractor's staff and their immediate family members shall not directly or indirectly bid on and/or purchase property from any County auction or private sale.

7.6.3 The Contractor's staff assigned to provide services under the Contract must:

- a. Communicate effectively;
- b. Have training in performing the services; and
- c. Comply with the requirements of the Contract.

7.7 Background and Security Investigations

7.7.1 The TTC has determined, in its sole discretion, that each of the Contractor's staff performing services under this Contract is in a designated sensitive position and must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.

7.7.2 Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. Example 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 Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.7.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.7.4** These terms will also apply to subcontractors of County contractors.
- 7.7.5** 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 Days of the date on which fingerprinting occurred.
- 7.7.6** A member of Contractor's staff must not begin to perform services under the Contract until they have successfully passed a background investigation to the satisfaction of the County.
- 7.7.7** During the Contract 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 Contract. Contractor must promptly comply with the County's request.
- 7.7.8** The County will notify the Contractor when Contractor's staff member does not pass the background investigation or who received a subsequent disqualifying factor.
- 7.7.9** Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.7 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.8 Confidentiality**

 - 7.8.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
 - 7.8.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to:

- Any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.8, as determined by County in its sole judgment.
 - Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.8 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County.
 - Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.
- 7.8.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.8.5** During the Contract Term, The Contractor must maintain an updated file of the signed form and must forward copies of all signed forms to the County's 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, contract term, commission rates 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 scope of work, Contract term, commission rate, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or

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

8.1.3 The County's Board or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.

8.1.4 The Treasurer and Tax Collector, or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within ten Business Days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five Business Days for County approval.

- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 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.
- 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.
- 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 Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

- 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 the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with

the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will

be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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 Department of Public Social Services 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 contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any

Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to 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 Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Subparagraph 7.8 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 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 sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) 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 Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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.

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 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.

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 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.

8.24.10 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.

8.24.11 Claims Made Coverage

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

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required

Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

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

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

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

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

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

8.25.5 Crime Coverage

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

8.25.6 Surety Bond

A Surety Bond and deposit receipt for the Surety Bond filed with the California Secretary of State in the sum of not less than \$20,000 and compliant with California Civil Code, Title 2.95 (commencing with Section 1812.600), which states "every auctioneer and auction company shall maintain a bond issued by a surety company admitted to do business in this state." Further, Contractor understands and agrees it shall maintain the Surety Bond for a period of not less than three years following this Contract's expiration, termination, or cancellation.

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 Contract 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 timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or their designee, may: (a) Deduct

from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Exhibit 3 (Performance Requirements Summary) of Exhibit A (SOW) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five 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 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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 Contract or under any project, program, or activity supported by this Contract.
- 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 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-

discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County 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 Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party 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 Contract. 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 Contract 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 paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, 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 Contract.

- 8.32.1** Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. 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 will 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 Contract, 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 Contract, Contractor and County must 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 will be

immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or designee. These persons will have ten days to attempt to resolve the dispute.

- 8.32.8** 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 Contract and/or its rights and remedies as provided by law.
- 8.32.9** All disputes utilizing this dispute resolution procedure will be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties will 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 must 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 Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.8 (Confidentiality) will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and will 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 Contract.

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 G (Safely Surrendered Baby Law) of this Contract. 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 Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Treasurer and Tax Collector, or designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party 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 the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.39 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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 request for any of the aforementioned documents, information, books, records, and/or contents of a proposal 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 Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will 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.

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 Contract 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 Contract 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 Contract. 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 Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract 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 of 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 Contract 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 Calendar Days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County 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 Contract upon which the County may terminate or suspend this Contract.
- 8.39.4** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must 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 Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.39.5** **Financial Statements:** Beginning one year after the Effective Date of this Contract, and every year thereafter until the expiration of this Contract, 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 D (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 Contract.

8.41 Subcontracting

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.41.2 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 the Contractor employees.

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

8.41.5 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 Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 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. Before any Subcontractor employee may perform any work hereunder, the Contractor will ensure delivery of all such documents to:

Email: contracts@ttc.lacounty.gov

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 default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 Calendar Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.44 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.43 Termination for Convenience

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten days after the notice is sent. In no event will County's termination of this Contract pursuant to this Subparagraph 8.43 (Termination for Convenience), of this Contract, 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 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as 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 Contract 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 Contract, if, in the judgment of County's Contract Administrator:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five 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 Contract 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 Contract to the extent not terminated under the provisions of this paragraph.
- 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 Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless

the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of Subparagraph 8.44 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Subparagraph 8.44 (Termination for Default) 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 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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 Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. 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 Contract 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 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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 Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 Termination for Non-Appropriation of Funds

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

8.49 Validity

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

8.50 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

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

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

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

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

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

8.53 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 8.52 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.54 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](#).

8.55 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 Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

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 paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 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 Prohibition Following Final Decision in Contract 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 Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

8.61 License, Permits, Registrations, and Professional Certifications

The Contractor will maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary to perform services under the Contract. The Contractor must ensure the same of all of its officers, employees, and agents who perform services under this Contract and must maintain all such licenses, permits, registrations, and professional certifications throughout the Contract term and any term extensions and/or option periods exercised by the County. The Contractor must provide evidence of such to the County within five Calendar Days of written request.

8.62 Use of County Seal and/or Treasurer and Tax Collector Logos

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor will not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in

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

9.0 UNIQUE TERMS AND CONDITIONS

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

- 9.1.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Treasurer and Tax Collector that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers,' employees,' or agents,' access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Local Small Business Enterprise (LSBE) Preference Program

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

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

9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as 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 contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 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 contract; 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 contract award.

9.3 Social Enterprise (SE) Preference Program

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

- 9.3.2** 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 contract to which it would not otherwise have been entitled, Contractor will:
- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 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 contract; 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 contract award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.4.2** 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 contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 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 contract; 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 Contract, 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 contract award.

10.0 SURVIVAL

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

Subparagraph 7.8	Confidentiality
Subparagraph 8.1	Change Notices and Amendments
Subparagraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Subparagraph 8.6	Compliance with Applicable Law
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 8.34	Notices
Subparagraph 8.38	Record Retention and Inspection-Audit Settlement
Subparagraph 8.42	Termination for Convenience
Subparagraph 8.43	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 Contract Proceeding
Paragraph 10.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, through its Treasurer and Tax Collector, has caused this Contract to be executed the day and year first above written.

CONTRACTOR

(_____)

By

Name

Title

COUNTY OF LOS ANGELES

By

ELIZABETH BUENROSTRO GINSBERG

Treasurer and Tax Collector

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

DREW TAYLOR
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
PERSONAL PROPERTY AUCTION SERVICES

**STATEMENT OF WORK
PERSONAL PROPERTY AUCTION SERVICES
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PERSONAL PROPERTY AUCTION SERVICES
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1.0 INTRODUCTION

The County of Los Angeles (County) Treasurer and Tax Collector is the *ex officio* Public Administrator for the County and is responsible for administering decedent estates. The Public Administrator Branch (PA) manages each estate's personal 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 and bonded auctioneer to sell personal property by public auction and/or private competitive sale both online and in person. The County may conduct twenty or more auctions each fiscal year. The amount and type of personal property for sale per auction varies.

Personal property items for sale may include, but are not limited to: home furnishings, appliances, electronics, clothing, artwork, sport and outdoor equipment, collectibles, jewelry, coins, tools, firearms and/or related parts, and vehicles. Personal property may be stored at the PA Warehouse or other locations.

Auctions are conducted online or at the PA Warehouse unless specifically arranged. The County may request an offsite auction at a private residence, storage facility, airport hangar, marina, or other location where items including, fixtures, or large personal property items, are stored.

2.0 SCOPE OF WORK

The PA will collaborate with the Contractor to prepare Personal Property items for sale prior to each auction or private sale. The Contractor will have access to the Personal Property items available for sale at least 30 Calendar Days prior to the auction date. The Personal Property sales data provided in Attachment A (Personal Property Sales Data) is for informational purposes only and not an indicator of future sales.

2.1 PRE-AUCTION ACTIVITIES

2.1.1 Contractor's Inspection: The PA staff will notify the Contractor when the Personal Property items are available for review. The Contractor must inspect all Personal Property items for sale at the location where the items are stored prior to the auction. Upon request from the County's Contract Manager, or designee, the Contractor must provide an estimate of the monetary value of the Personal Property items.

2.1.2 Access Restrictions: The PA restricts access to all locations where items are stored to authorized personnel only in

compliance with PA Policy, which includes the Contractor and the Contractor's staff. The Contractor and the Contractor's staff will only enter the premises when PA staff are present.

- 2.1.3 Specialized Appraisals:** Upon the County's written approval, the Contractor may select an appraiser to provide expertise in valuing special Personal Property items. The Contractor must provide the PA, at minimum, a resumé and certification(s) (e.g., American Society of Appraisers, Certified Appraisers Guild of America, International Society of Appraisers, etc.) for any appraiser utilized under this Contract prior to engaging the appraiser's services. In the event the appraiser, knowingly undervalued an item(s), the Contractor bears full responsibility of such actions, and the County will deduct the assessment from payment to the Contractor in accordance with Exhibit 3 (Performance Requirements Summary).
- 2.1.4 Auction Setup:** The PA will provide tables and display counters for the auction. The Contractor will be responsible for providing any additional display cabinets and other equipment as required. The PA will provide the Contractor access to the Personal Property items. The Contractor will move, relocate, and/or reposition Personal Property items in preparation for the auction.
- 2.1.5 Contractor Lotting:** Fifteen Business Days prior to a scheduled auction, the Contractor will determine the appropriate Lotting of the Personal Property items for sale and provide the information to the PA. Lotting must include researching, sorting, organizing by value, cataloging, photographing, and displaying Personal Property items.
- 2.1.6 Auction Lot Information:** The Contractor must provide the auction Lot information to the County's Contract Manager or designee, no later than five Business Days prior to the auction.
- 2.1.7 Removing Items:** The Contractor must not remove any Personal Property items from the PA Warehouse without prior written authorization of the Contract Manager, or designee. The Contractor will be responsible and liable for the loss, theft, or damage of the Personal Property items attributable to the Contractor or the Contractor's staff.
- 2.1.8 Marketing Plan:** The Contractor will, within ten Business Days prior to the auction, develop a marketing plan for each auction and provide the plan to the PA for review and approval. The marketing plan must cover all advertising efforts, including but

not limited to, the use of any available media, to promote the auction. The PA will approve the marketing plan within two Business Days of receipt.

2.2 AUCTION

- 2.2.1 Preview of Personal Property:** The Contractor must have sufficient staff to assist potential Bidders or Buyers in inspecting Personal Property items.
- 2.2.2 Auctioneer:** For in-person auctions, the Contractor must provide an auctioneer to conduct the auction. The auctioneer must be an employee of the Contractor, not a subcontractor, unless agreed to in writing by the County, and must be a qualified and bonded auctioneer compliant with California Secretary of State requirements. (Refer to Attachment B (Legal Requirements for Probate Sales of Personal Property)). The Contractor will be liable to Bidders and to the County for any misrepresentations or mistakes made by the auctioneer.
- 2.2.3 Safeguarding Personal Property:** The Contractor is responsible for safeguarding all Personal Property items available for auction and all cash handling of auction proceeds. The Contractor is also responsible for any loss or damage to PA business property and any shortages in payments made by Bidders or Buyers.
- 2.2.4 Contractor's Auction Staffing:** The Contractor must provide adequate staff to register Bidders, complete the auction, monitor the Personal Property items, provide cashiering and check-out services, and assist Buyers in receiving their purchased items (i.e., loading furniture, large objects, vehicles, etc.). All Contractor's staff, while on duty, must wear clothing with the Contractor's logo clearly visible at all times for easy identification by the public.
- 2.2.5 Registration:** The Contractor will register all Bidders and verify Bidders are not employees of the County Department of Treasurer and Tax Collector (TTC).
- 2.2.6 Bid Deposit:** The Contractor must collect \$100 deposit from each registered Bidder in the form of cash, credit card, debit card, or cashier's check and apply the deposit as a credit toward any purchase. If the Bidder does not make a purchase, or a purchase is less than \$100, the Contractor must refund the difference. Refunds must be remitted in the same payment method used as the deposit.

- 2.2.7 Terms and Conditions:** Prior to accepting bids, the Contractor will announce the Terms and Conditions of Sale (Exhibit 1 (Terms and Conditions of Public Auction Sale)) to the Bidders, and answer questions. A record of each auction must be maintained by the Contractor and available to the County upon request. The Contractor must communicate to Bidders that all sales are final and Personal Property items are offered, “as is, where is, with no warranties expressed or implied.”
- 2.2.8 Contingency Plan:** The Contingency Plan must be approved by the County. The Contractor must provide a contingency backup system (e.g., handwritten or other automated system) to record all auction transactions in the event of a system failure, power interruption, or similar occurrence.
- 2.2.9 Receipts/Payment Options:** The Contractor’s staff must collect all deposits and payments, including sales tax and any Buyer’s premium, and issue receipts. The Contractor must accept a variety of payment options as agreed upon by the County. The Contractor will be solely responsible for any non-payments and any fees associated with accepting and processing such payments.
- 2.2.10 Cash Shortfall:** The Contractor must maintain adequate internal controls over cash handling during the auction process and will be solely responsible for any cash shortfall to the PA.
- 2.2.11 Unforeseen Circumstances:** The Contractor must immediately contact the County’s Contract Manager, or designee, in the event of unforeseen circumstances, at any point during the auction process. The Contractor will confer with the County’s Contract Manager, or designee, before final resolution.
- 2.2.12 Auction Date Changes:** The PA will have sole discretion to cancel an auction or to change the auction date.
- 2.2.13 Proposed Changes by Contractor:** Any changes the Contractor proposes to the auction process must be approved in writing by the PA no less than three Business Days prior to the auction.

2.3 POST AUCTION ACTIVITIES

- 2.3.1** The Contractor will be responsible for the release of all Personal Property items sold at the auction, upon collection of payment in full. The Contractor’s staff must verify receipts of purchase and assist Buyers in removing large items from the PA premises. Purchased items are to be removed from the PA

premises at the end of the auction, unless otherwise approved by the PA. Any items, including vehicles, not removed by the end of the auction, or the date approved by the PA, become the responsibility of the Contractor and must be timely removed from the PA Warehouse. The PA is not liable for damage incurred on sold items left at the PA Warehouse post auction.

2.3.2 Any Lots not sold at auction must be returned to the PA.

2.3.3 The Contractor's staff must collect receipts for all payments made and confirm the correct amount and gross receipts with the PA. The Contractor must deduct the sales commission and other expenses pre-approved by the PA from the gross receipts. The Contractor must remit to the PA the payment of the net proceeds, by check, wire transfer or payment method approved by the County, no later than 12:00 noon Pacific Time (PT), on the third Business Day after the auction. Payment must be accompanied by a schedule, including receipts, or supporting documentation of any pre-approved expenses (e.g., car batteries or replacement keys).

2.3.4 The Contractor must be available for post auction meetings, at the sole discretion of the County upon request.

2.4 OFF-SITE AUCTION

The Contractor and the PA will mutually agree on the details of the off-site auction in writing before implementation.

2.5 OTHER REQUIREMENTS

2.5.1 The Contractor must have a direct business telephone number with the Contractor's staff available to receive telephone calls from the public requesting auction information. At a minimum, the Contractor's staff must be available Monday through Friday during business hours of 8:00 a.m. to 5:00 p.m. PT and trained to handle inquiries regarding the PA auctions and private sales.

2.5.2 The Contractor must maintain required insurance, certificates, and business license(s) in accordance with California and any other appropriate jurisdiction's licensing requirements. The Contractor must maintain a bond compliant with the California Secretary of State's requirements. (See Attachment B (Legal Requirements for Probate Sales of Personal Property)).

2.5.3 The Contractor must provide training related to Personal Property valuations and sales data, at least twice per calendar

year, to the PA staff. Each training is not required to exceed 90 minutes in duration.

2.5.4 The Contractor will not subcontract any service without the express written permission of the County.

2.5.5 The Contractor must provide auction data (including but not limited to, the names of and total number of registered Bidders, Buyer information, gross and net sales, Buyer's premium, sales tax collected, pre-approved expenses, defaulted deposits, and any auction related data requested) to the County for each auction in an interface format compatible with the County. The Contractor must provide automated updates to the County, pre and post each auction.

2.6 FIREARMS

The County may also require the Contractor to provide additional auction services featuring specialty items, including but not limited to firearms and/or related parts, upon request. All firearms and/or related parts must be sold to licensed firearms dealers only, unless otherwise approved by the County.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract in Subparagraph 8.15 (County's Quality Assurance Plan).

3.1 MEETINGS

The Contractor must meet with the County's Contract Manager, or designee, as determined by the County's Contract Manager, or designee.

3.2 CONTRACT DISCREPANCY REPORT

The County' will determine whether a formal Contract Discrepancy Report (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 within five Business Days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

3.3 CONTRACTOR COMPLAINT LOG

The Contractor will maintain a log of all complaints received from 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 Contract if the Contractor does not take any action to said complaint(s).

4.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart (Exhibit 3 (Performance Requirements Summary Chart)) listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County:

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

4.2 At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, 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 this Contract 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 TTC, 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 Contract or any other County Contract.

4.3 Nothing within this Subparagraph precludes the County's right to terminate this Contract upon ten Days' written notice with or without cause as provided in the Contract, Subparagraph 8.43 (Termination for Convenience).

5.0 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.

EXHIBIT A

STATEMENT OF WORK

EXHIBITS AND ATTACHMENTS

STATEMENT OF WORK EXHIBITS

Exhibit 1 – Terms and Conditions of Public Auction Sale

Exhibit 2 – Contract Discrepancy Report

Exhibit 3 – Performance Requirements Summary

STATEMENT OF WORK ATTACHMENTS

Attachment A – Personal Property Sales Data

Attachment B – Legal Requirements for Probate Sales of Personal Property

TERMS AND CONDITIONS OF PUBLIC AUCTION SALE

1. All articles of property are offered for sale pursuant to the provisions of the Probate Code of the State of California.
2. All articles of property are offered for sale "As Is -Where Is", without warranty or guarantee, by the Auctioneer at the direction of the Los Angeles County Public Administrator or the Public Guardian.
3. The Public Administrator and/or Public Guardian reserves the right to reject any and all bids or to cancel the auction prior to the sale.
4. The sales are of all rights, title, and interest of the deceased or the conservatee, former possessors thereof, and neither the Public Administrator, the Public Guardian nor the Auctioneer is responsible for any discrepancies in the description of articles offered for sale, and make no guarantee as to kind, grade, quantity, quality, value, salability, or otherwise. The Public Administrator or the Public Guardian may, at their discretion, combine any items or like kind in lots for sale by box or carton, whether separately inventoried or not.
5. The Public Administrator and the Public Guardian are not selling any cash, jewelry, stocks, bonds, and similar items of value which may be concealed in any items sold at this public auction. If a buyer finds any such item or items or stock certificates, bonds, deeds, conveyances, contracts, notes, passbooks, or other writings which are evidence of title, interest, or claim of the decedent or the conservatee to any real or personal property, or any claim or demand due the decedent or the conservatee, or any will or testament of the decedent or the conservatee concealed in an article purchased, the buyer is obligated by law to immediately deliver any and all such items or documents so found to the Public Administrator.
6. All buyers are required to register with the Auctioneer's representative and will be a numbered registration card upon payment of a \$100.00 cash deposit which will be applied to purchases or returned if no purchase is made. Bidders will be identified by this registration number which should be maintained throughout the sale. An additional deposit may be required, at the auctioneer's discretion, as purchases are made.
7. All bidders are expected to not have any special knowledge or insider information regarding the nature of the property here for sale today. If there are any registered bidders that are any of the following (A to C categories), please return to the cashier office and identify yourself, as you are not permitted to bid at today's auction:
 - A. Currently an employee of the Los Angeles County Department of Treasurer and Tax Collector;
 - B. An employee of a firm that currently provides services to the Public Administrator operation of the Los Angeles County Department of Treasurer and Tax Collector;
 - C. In any way through a relationship with the County of Los Angeles have special or insider knowledge of the property.
8. Buyer agrees to pay the Auctioneer a premium of 15% of the purchase price.
9. Buyer agrees to pay the Auctioneer by cash, cashier's/official bank check, or credit card. All items must be paid in full and will be subject to sales tax unless the buyer possesses a Resale Certificate. Also, all items must be removed from the Public Administrator Warehouse on the same day as the auction, unless special consideration is approved by the Public Administrator.

County of Los Angeles
Department of Treasurer and Tax Collector
Public Administrator Operations
Hall of Records
320 West Temple Street, 9th Floor
Los Angeles, California 90012
Telephone: (213) 974-0419

TERMS AND CONDITIONS OF PUBLIC AUCTION SALE

PUBLIC SERVICE ANNOUNCEMENT

The following is a public service announcement. This announcement is for informational purposes only and is intended to provide safety procedures in case of an emergency. Again, this is a public service announcement only.

In case of an emergency, the Los Angeles County and the Auctioneer team members will assist auction attendees by providing directions to gathering areas and initiating evacuation procedures as necessary. A loudspeaker announcement, along with directions by the designated Evacuation Coordinators will direct patrons to building exits and/or meeting areas. Please note the following meeting and exit locations:

1. Bidder Registration/Foyer Area
2. Jewelry Room
3. Main Auction Floor/Property Release Area
4. Vehicle Auction Area

Once announcement is made, proceed to the closest referenced location, where further instructions will be given regarding sheltering inside the building or evacuation as needed. If you have any questions, please ask a Los Angeles County or Auction team member.

Thank you for your attention to this public service announcement.

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 _____



PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph 7.0 Administration of Contract - Contractor	Contractor will notify the County's Contract Administrator and County's Manager in writing of any changes as they occur	Inspection, Observation and Complaints	\$100 per day that notification is late
Subparagraph 7.1 Contractor's Contract Administrator	Contractor's representative to be available to meet with County's Contract Administrator	Attendance	\$1,000 per occurrence
Paragraph 7.4 Approval of Contractor's Staff	Immediate removal of unacceptable Contract personnel	Complaints, Inspection, and Observation	\$100 per occurrence of non-removal
Paragraph 7.7 Background and Security Investigations	Ensure staff undergo background checks before servicing the Contract	Review of records for assigned staff	\$500 per incident of staff member noncompliance
	Notify the Department of Treasurer and Tax Collector (TTC) of the names of staff and dates fingerprinted	Inspection and Observation	\$25 per incident of staff member noncompliance
Subparagraph 7.8 Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC before servicing the Contract	Review or reports; Complaints	\$100 per day per staff member when form is not signed
	Maintain the confidentiality of all records and information	Observation; Complaints	\$1,000 per unauthorized release of information

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraphs 8.24 and 8.25 General Provisions for all Insurance Coverage and Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to the TTC	Receipt and review of insurance information	\$100 per day lapsed coverage, and/or termination of Contract
Subparagraph 8.38 Publicity	Obtain County’s advanced written permission to use County’s name in advertisements	Complaints, Inspection, and Observation	\$500 per occurrence of unpermitted use of the County name and/or logo in advertising, and possible termination of Contract
Subparagraph 8.39 Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38	Inspection of files	\$50 per occurrence of failure to produce required documents upon demand
Subparagraph 8.41 Subcontracting	Contractor must obtain County’s written approval prior to subcontracting any work	Inspection and Observation	\$500 per occurrence; possible termination for default of contract

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 2.1 Pre-Auction Activities	Perform auction preparation as required	On-site monitoring	\$200 per incident of non-compliance; \$100 per day late
Subparagraph 2.1 Subparagraph 2.1.1 Contractor’s Inspection	Perform recommended appraisals as required	On-site monitoring	\$1,000 per incident of failure to provide or communicate with TTC the need for special appraiser
Subparagraph 2.1 Subparagraph 2.1.3 Specialized Appraisals	Proper Valuation of Assets	On-site monitoring, second opinion	\$1,000 per item undervalued; Contract termination at the TTC’s option
Subparagraph 2.1, Subparagraph 2.1.8 Marketing Plan	Develop and Implement marketing plan as required	Review of plan and actual ads, mailings, etc.	\$500 per incident of non-compliance
Subparagraph 2.2 Auction	Auction conducted as required	On-site review of auction; review of audio or video recording	\$100 per incident of non-compliance
Subparagraph 2.2 Subparagraph 2.2.4 Contractor’s Auction Staffing	Contractor personnel all wearing clothing with identifiable logo or Contractor name	On-site observation	\$100 per person per auction not properly attire
Subparagraph 2.2 Subparagraph 2.2.5 Registration	All prospective bidders signed register list, filled out a “registration form,” and were screened for disqualification	On-site monitoring; review of register list and “registration forms”	\$1,000 per each bidder not registered; \$1,000 per incident of proxy or phone-in bid

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 2.3 Post Auction Activities	Net proceeds remitted to the TTC timely and accurately	Review of receipts and expenses	\$1,000 per incomplete/inaccurate remittance; \$500 per day late

PERSONAL PROPERTY SALES DATA

(FYs July 2021 through June 2024)

FY 2021-22		
Auction Date	Gross Sales	No. of Bidders
Jul 7, 2021	\$115,405	197
Aug 3, 2021 & Aug 23, 2021	\$153,756	264
Sept 28, 2021	\$65,505	104
Oct 5, 2021	\$100,972	246
Nov 2, 2021 & Nov 22, 2021	\$72,067	325
Dec 14, 2021	\$114,327	191
Jan 25, 2022	\$62,898	218
Feb 5, 2022	\$84,478	123
Mar 15, 2022 & Mar 29, 2022	\$149,087	381
Apr 12, 2022	\$104,782	347
May 24, 2022	\$48,103	185
Jun 1, 2022 & Jun 14, 2022	\$195,395	533
Total	\$1,266,775	

FY 2022-23		
Auction Date	Gross Sales	No. of Bidders
Jul 19, 2022	\$166,296	216
Aug 9, 2022 & Aug 23, 2022	\$208,316	491
Sep 27, 2022	\$98,283	268
Oct 26, 2022	\$27,570	29
Nov 15, 2022	\$128,030	276
Dec 13, 2022 & Dec 15, 2022	\$205,625	297
Jan 24, 2023	\$56,200	171
Feb 14, 2023 & Feb 28, 2023	\$229,665	328
Mar 28, 2023	\$84,250	181
Apr 4, 2023	\$104,282	295
May 16, 2023	\$106,130	190
Jun 6, 2023	\$129,398	429
Total	\$1,544,045	

FY 2023-2024		
Auction Date	Gross Sales	No. of Bidders
Jul 11, 2023 & Jul 25, 2023	\$276,650	842
Aug 29, 2023	\$122,810	258
Sep 28, 2023	\$186,262	434
Oct 31, 2023	\$44,800	63
Nov 7, 2023 & Nov 21, 2023	\$349,435	262
Dec 12, 2023	\$91,070	414
Jan 30, 2024	\$200,075	351
Feb 27, 2024	\$60,720	535
Mar 19, 2024	\$48,000	143
Apr 30, 2024	\$145,286	544
May 14, 2024	\$311,710	82
Jun 18, 2024	\$95,355	199
Total	\$1,932,173	

NOTE: The number of Personal Property sales identified above are not a guarantee of personal property that may be auctioned in the future. The TTC reserves the right to pull estate and conservatorship property from auction when deemed in the best interest of the County.

LEGAL REQUIREMENTS FOR PROBATE SALES OF PERSONAL PROPERTY

The following are several legal requirements that apply to sales of personal property by the Public Administrator. As legal requirements, these matters are not subject to negotiation and apply as indicated. Unless otherwise noted, the citations refer to the California Probate Code.

Requirement:

Citation:

1) Commissions

- Must be approved by the Court before they can be paid.
- No Contractor is entitled to any commission if buying the Personal Property for him/herself or has any interest in the person or firm buying the Personal Property.

§10150(b)(c), 10160-67

§10160.5

2) Auctioneers

- Must be qualified to perform auctioneering services in California.
- Shall maintain a bond issued by a surety company.
- The bond shall be filed with the California Secretary of State.

§10151(a)(1)

Civil Code §1812.600

**CONTRACT FOR
PERSONAL PROPERTY AUCTION SERVICES
TABLE OF CONTENTS OF EXHIBITS**

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B COMMISSION RATE AND BUYER'S PREMIUM SCHEDULE (NOT ATTACHED TO SAMPLE)
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**
 - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
- I DEFAULTED PROPERTY TAX REDUCTION PROGRAM

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

**COMMISSION RATE AND
BUYER'S PREMIUM SCHEDULE**

NOT ATTACHED TO SAMPLE

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT ADMINISTRATOR:

Name: Henry Agadjanyan
Title: Operations Chief
Address: Hall of Records
320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-2077
Email Address: hagadjanyan@ttc.lacounty.gov

COUNTY'S CONTRACT MANAGER:

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

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACTS' SECTION – CONTRACT MONITOR:

Name: Seeta Azizi
Title: Contract Monitor
Address: 500 West Temple Street, Room 464
Los Angeles, CA 90012
Telephone: (213) 584-1303
Facsimile: (213) 687-4857
Email Address: sazizi@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S AUCTION MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S FINANCIAL MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

Notices to Contractor must be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

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.

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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.

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents,

workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of**

Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 West Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business

Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten business days after receipt of a written request from Covered

Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six years from the date of the Disclosure.

- 9.2 Business Associate must provide to Covered Entity, within ten business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five days of the receipt of the request, and must provide the requested accounting of disclosures to the

Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or

enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach

and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
- 18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to

comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not

constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information

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.

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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.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:

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Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

APPENDIX B – REQUIRED FORMS

EXHIBITS

- 1 Organization Questionnaire/Affidavit
- 2 Certification of Compliance
- 3 Request for Preference Consideration
- 4 Debarment History and List of Terminated Contracts
- 5 Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6 Minimum Mandatory Requirements
- 7 Proposer's List of Public Entities
- 8 Proposer's List of References
- 9 Contribution and Agent Declaration Form
- 10 Commission Rate and Buyer's Premium Schedule
- 11 Project Staff Background
- 12 Declaration

REQUIRED FORMS – EXHIBIT 1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer 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 Limited Liability Company (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	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. Click or tap here to enter text.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	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. 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. 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.

REQUIRED FORMS – EXHIBIT 2
CERTIFICATION OF COMPLIANCE

Proposer 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 and 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: <input type="text"/> <small>Click or tap here to enter text.</small>

REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers 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

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

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer 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 (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three years.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts 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

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0 (Minimum Mandatory Requirements), of this Request for Proposals (RFP).

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	<p>Proposer must have five years' experience, within the last five years, providing Personal Property Auction Services equivalent or similar to the services identified in Exhibit A (Statement of Work (SOW)).</p> <p>In the event the Proposer does not have the requisite five years' experience, but one or more of the principals involved in managing the daily operation of the firm individually has such experience, then their experience performing services equivalent or substantially similar to the services identified in Exhibit A (SOW), may be considered in meeting this requirement. Proposers must provide a detailed written description and/or resumé demonstrating the required five years' experience, or the experience of the principal(s), to fulfill this requirement and submit this documentation with the proposal submission under Proposer's Background and Experience (Section B.1).</p>	<input type="checkbox"/>	<input type="checkbox"/>
2	<p>Proposer must be a member of the America Society of Appraisers (ASA) and/or the Certified Appraisers Guild of America (CAGA).</p> <p>In the event the Proposer does not have a membership, but one or more of the principals involved in managing the daily operation of the firm individually has such membership, then their membership may be considered in meeting this requirement. The Proposer must provide proof of the Proposer's current membership, or its principals' current membership, to fulfill this requirement.</p>	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 6
MINIMUM MANDATORY REQUIREMENTS

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
3	Proposer must have a minimum of three years' experience conducting auctions that includes the sale of firearms. <u>The Proposer must provide a written statement in its proposal attesting to its ability to meet this requirement.</u>	<input type="checkbox"/>	<input type="checkbox"/>
M/R Number 3 Confirming statement:			
4	Proposer must have and identify a Contractor's Contract Administrator, Contractor's Contract Manager and Contractor's Auction Manager with three years of documented related experience (e.g., resumé, degree, certificate of completion) in providing Personal Property Auction Services either with the Proposer or documented experience with another firm prior to employment with the Proposer. <u>The Proposer must provide a written statement in its proposal attesting to its ability to meet this requirement.</u>	<input type="checkbox"/>	<input type="checkbox"/>
M/R Number 4 Confirming statement:			
5	Proposer must have a business office located within or adjacent to the County of Los Angeles with responsible persons to maintain all records that are required per this RFP. <u>Proposer must submit a business license to meet this requirement.</u>	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 6
MINIMUM MANDATORY REQUIREMENTS

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
6	Proposer must provide proof of compliance with California Civil Code sections 1812.600-609 , and the willingness to comply with all laws applicable to the provision of auction services. <u>Proposer must submit a photocopy of the bond and deposit receipt to meet this requirement and Proposer must provide a written statement in its proposal attesting to its willingness to comply with all laws applicable to the provision of auction services.</u>	<input type="checkbox"/>	<input type="checkbox"/>
7	One or more of the Proposer’s representatives must attend the virtual Mandatory Proposers Conference described in Subparagraph 8.3 (Mandatory Proposers’ Conference) of this RFP document.	<input type="checkbox"/>	<input type="checkbox"/>
8	If the Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last ten years, Proposer 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
PROPOSER'S LIST OF PUBLIC ENTITIES

Proposer's Name:

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

1. PUBLIC AGENCIES (All contracts with other governmental agencies including the County of Los Angeles must be listed)	
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____

REQUIRED FORMS – EXHIBIT 8
PROPOSER'S LIST OF REFERENCES

Proposer's Name:

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

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

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

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

SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
AGENCY/DEPT: _____
They 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
COMMISSION RATE AND BUYER’S PREMIUM SCHEDULE

Commission as Percentage of Gross Sales: _____%^{}**

Buyer’s Premium: _____%^{}**

**** Expressed as a percentage.**

Contractor’s commission rate must remain firm and fixed for the term of the contract, inclusive of any renewal options exercised by the County pursuant to Paragraph 4.0 (Term of Contract) of the Contract.

REQUIRED FORMS – EXHIBIT 11
PROJECT STAFF BACKGROUND

(Complete and attach staff resume for each *Proposed Position* noted below)

NAME OF PROPOSER _____

1. Individual's Name: _____

2. Position/Title with Proposer: _____

3. Current Employment Status with Proposer:

Full Time Part Time Contract Permanent Temporary

Other (Specify): _____

4. Length of Service with Proposer: Year(s) Month(s) Start Date: _____

5. Individual's proposed position on this project:

Contract Administrator Contract Manager Auction Manager

6. Percent (%) of time to be allocated to the proposed project: _____

7. Worksite where individual will be located during the term of the proposed project: _____

8. Name and Title of person who this individual will report to: _____

9. How many projects for similar services to those requested in this RFP has this individual managed: _____

10. How much experience does this individual have with projects and services similar to those requested in this RFP: Year(s) Month(s) _____

Describe: _____

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 1-12 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: <u>Click or tap here to enter text.</u>	Date of Request: <u>Click or tap here to enter text.</u>
Solicitation Title: <u>Click or tap here to enter text.</u>	Solicitation No.: <u>Click or tap here to enter text.</u>

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: Click or tap here to enter text. Title: Click or tap here to enter text.

For County use only

Date SRR Request Received by County: Click or tap here to enter text. Date Solicitation Released: Click or tap here to enter text.

Reviewed by: Click or tap here to enter text.