



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE:

BRC-2

January 12, 2022

ON-CALL CONSULTANT SERVICES FOR IMPLEMENTATION AND OTHER SUPPORT FOR SAFE, CLEAN WATER PROGRAM RFP NUMBER: BRC0000302

Los Angeles County Public Works is requesting proposals from qualified firms to provide On-Call Consultant Services for Implementation and Other Support for Safe, Clean Water Program for various projects throughout the Los Angeles County. **The deadline to submit proposals is Tuesday, February 15, 2022, at 4 p.m. Proposals received after the deadline will not be accepted.**

Optional Pre-Proposal Conference

A pre-proposal virtual conference to answer questions concerning the project will be held on **Wednesday, January 26 at 1:00 p.m.**, via Microsoft Teams. Subconsultants are not required to attend. Those who wish to attend must click the link below to join.

[Link Here](#)

"Doing Business with Public Works" Website Registration

All interested proposers for this Request for Proposals (RFP) are strongly encouraged to register at <https://pw.lacounty.gov/contracts/Opportunities.aspx>. Only those firms registered for this RFP through the Public Works website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.**

Proposal Submission

Submit electronic proposals via Universal Serial Bus (USB) drive or compact disk (CD) to Public Works Headquarters. Proposals may be mailed in or dropped off in-person and

must be received by the Cashier's Office by the deadline. Proposals shall be addressed to:

Los Angeles County Public Works Cashier's Office
900 South Fremont Avenue, Mezzanine Level
Alhambra, CA 91803
Attention: Matt Jerge
Safe, Clean Water Program RFP
RFP NUMBER: BRC0000302

Submissions must be received by the specified submittal date and time.
SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

Doing Business with Small Business

The County provides many benefits for firms that are certified through the County's Local Small Business Enterprise (LSBE) Program. Eligible firms, prime contractors, and subcontractors are strongly encouraged to participate and receive benefits available only to LSBEs, such as price preference during solicitation process, when applicable, and the LSBE Prompt Payment Program, which ensures payment within 15 days of receipt of an undisputed invoice for goods or services. This program and how to obtain certification are available on the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services) website: dcbalacounty.gov.

Follow us on Twitter:

We encourage you to follow us on Twitter: @[LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

Proposers must submit questions in writing and request information for this solicitation by 14 calendar days prior to the submittal deadline. If you have any questions regarding this RFP, you may contact Mr. Matt Jerge at (626) 458-2593 or by e-mail at mjerge@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

 for:

JOSE QUEVEDO, PE
Assistant Deputy Director
Business Relations and Contracts Division

JQ:mj

REQUEST FOR PROPOSALS
FOR
ON-CALL CONSULTANT SERVICES
FOR IMPLEMENTATION AND OTHER SUPPORT
FOR SAFE, CLEAN WATER PROGRAM
BRC0000302

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUSINESS RELATIONS AND CONTRACTS DIVISION
900 SOUTH FREMONT AVENUE, 8TH FLOOR
ALHAMBRA, CALIFORNIA 91803
TELEPHONE (626) 458-2593
EMAIL: MJERGE@DPW.LACOUNTY.GOV

**REQUEST FOR PROPOSALS
ON-CALL CONSULTANT SERVICES
FOR IMPLEMENTATION AND OTHER SUPPORT
FOR SAFE, CLEAN WATER PROGRAM**

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- | | |
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**REQUEST FOR PROPOSALS
ON-CALL CONSULTANT SERVICES
FOR IMPLEMENTATION AND OTHER SUPPORT
FOR SAFE, CLEAN WATER PROGRAM**

1. INTRODUCTION AND OVERVIEW

1.1 General

The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide On-Call Consultant Services for Implementation and Other Support Services for Safe, Clean Water Program for the County of Los Angeles.

The objective of this solicitation is to select qualified small, medium, and large size firms to provide the requested services. **A total of up to 20 on-call contracts will be awarded from this solicitation; Six small sized category firms, Six medium sized category firms, and Eight large sized category firm.** Each Consultant shall self-certify that it is a small, medium, or large sized business enterprise according to the established criteria on the Business Size Enterprise Category Form provided in this Request for Proposals. The County reserves the right to ask for any additional information to verify the information that the Consultant provides on the Business Size Enterprise Category Form.

Each selected Consultant will be awarded a contract, aggregate not-to-exceed Program amount of all awarded contracts is \$100,000,000. Prior to contract award, the County reserves the right to: 1) increase or decrease the number of selected firms in any category or the total number of contracts; 2) decrease the \$100,000,000 not-to-exceed Program amount of any contract; and/or 3) increase the \$100,00,000 not-to-exceed Program amount of any contract by up to twenty-five percent (25%). Following contract award, the County reserves the right to supplement the initial not-to-exceed amount by up to twenty-five percent (25%).

All services performed by all firms awarded Agreements resulting from this solicitation shall be collectively referred to herein as the "Program." The total, aggregate, not-to-exceed amount for the Program is \$100,000,000. The County may allocate the Program amount across any or all resultant Agreements that are awarded by the County at the County's sole and absolute discretion. The County does not warranty or represent that all, or any portion, of the Program amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize any selected firm to perform any work or services of any monetary amount. Prior to the award, the County reserves the right to

increase or decrease the number of selected firms in any size category or the total number of Agreements.

The term of the Consultant Services Agreement (Agreement) will be for three years, commencing on the date of full execution of the contract. The County shall have the right, at its sole option, to extend the term of the Agreement for up to two additional one-year terms. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

1.2 Proposals – Minimum Mandatory Requirements

Proposers are requested to submit proposals offering On-Call Consultant Services for Implementation and Other Support Services for Safe, Clean Water Program for the County of Los Angeles in accordance with Section 2, and in a format specified in Section 8 of this Request for Proposals (RFP). **Proposer shall meet the following minimum mandatory requirements to be qualified to submit a proposal:**

- The Proposer* (Proposing Firm) shall provide a supervisor/administrator with a minimum of 7 years, preferably 15 years or more, of experience involved with providing similar services to Exhibit A, Scope of Services. Experience working on projects for the Safe Clean Water Program is strongly preferred.
- The Proposer's designated supervisor/administrator shall be directly employed by the Proposer, preferably for at least 2 years.
- The Proposer's designated supervisor/administrator shall have an active and valid Civil Engineer license authorized to practice in the State of California.

*Subconsultant cannot be used to meet any of the minimum requirements listed above.

1.3 Consultant Selection

County will select a successful Proposer based on the Proposer's qualifications which represent the best service to Public Works, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the Consultant in this document.

- 1.4 Processing of this RFP will be handled in the following manner:
- 1.4.1 An initial pass/fail evaluation will be made for each proposal to determine whether the minimum mandatory qualifications, if any, required by Section 1.2 are included in each proposal.
 - 1.4.2 Proposers that pass the initial pass/fail evaluation will be submitted to the Evaluation Committee for evaluation and rating. The County may utilize the services of appropriate experts to assist in the evaluation process.
 - 1.4.3 All proposals will be evaluated by the Evaluation Committee who may recommend a Proposer for award of contract. Public Works reserves the right to conduct oral interviews with high ranked Proposers (interviews with up to eight firms in the small size category, up to eight firms in the medium size category, and up to ten firms in the large size category) or as appropriate and in the best interest of the County. The oral presentations will be evaluated by the Evaluation Committee, who will combine the scores from the written proposals with the scores from the oral interviews (if conducted) to recommend a Proposer for award. The recommendation for selection will be made on the basis of qualifications, demonstrated competence, and technical response to the RFP without regard to race, creed, color, or gender. Public Works, at its sole discretion, reserves the right to reject any and all Proposals or waive minor deficiencies, irregularities, or technicalities in any proposal, if determined to be in the County's best interest.
 - 1.4.4 When the recommendation by the Evaluation Committee is approved by Public Works, the highest ranked Proposer(s) will be invited to negotiate fees that are fair and reasonable to the County, for the Scope of Services. If the County is unable to negotiate fair and reasonable fees with the highest ranked Proposer(s), the County reserves the right to select additional firms in order of their competence and qualification, and continue negotiations until County has negotiated a satisfactory contract with the number of firms indicated in Paragraph 1.1 of the RFP.

In the event that additional elements, changes, or enhancements to existing elements contained in this RFP may be required, Public Works reserves the right to negotiate with the Consultant(s) to cause these changes to be incorporated in the Consultant Services Agreement.
 - 1.4.5 Upon conclusion of negotiations, Public Works will process a Consultant Services Agreement to award the contract.

1.4.6 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposer and the terms of any resultant agreement, and to determine which Proposer best serves the interests of the County of Los Angeles (County). The Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.5 Management of the Consultant

The Consultant shall take all formal direction from the County Project Manager assigned the responsibility for the project. All activities related to administration of the Consultant's agreement will be managed by the County Project Manager.

1.6 County's Ownership of Materials and Equipment

All services provided by the Consultant, and all materials, documents, reports, and other information of all types, including computer models developed by the Consultant for the project, and all works based thereon, incorporated therein, or derived therefrom, and all intellectual property and proprietary rights in these materials, documents, reports, and other information of all types, shall be the sole and exclusive property of the County.

2. **SCOPE OF SERVICES**

See Exhibit A.

3. **SCHEDULE FOR SERVICES**

After successful negotiations, award of contract, and contract execution, a Notice to Proceed will be issued for On-Call Consultant Services for Implementation and Other Support for Safe, Clean Water Program as required in this RFP.

- a. **The term of this Agreement shall be for a period of three years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for two additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.**
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address provided in Notices Paragraph in the fully executed Consultant Services Agreement.

- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

4. **COMPENSATION**

The Consultant shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. Mileage is not reimbursable, unless pre-approved in writing by County.

Public Works will not pay a mark-up on **proposal amounts** (hourly rates and/or **lump sum**) for the services of any subconsultants that were included in Consultant's original proposal. Public Works will not pay a mark-up on **proposal amounts** (hourly rates and/or **lump sum**) for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract. Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal.

Public Works will not pay a mark-up on the reproduction of any reports generated from the services listed in the RFP.

- 4.1 Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

4.2 **COST OF LIVING ADJUSTMENT**

If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.

- 4.3 Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (SBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Consultant to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in the Sample Consultant Services Agreement, Liquidated Damages Paragraph, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Sample Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

5. SERVICES BY PUBLIC WORKS

- 5.1 Public Works will provide access to all relevant data in its possession. However, the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by Public Works.
- 5.2 County Project Manager

The County Project Manager is the person assigned by the Director of Public Works to oversee, direct, and coordinate this project and act as liaison to the other County departments and agencies.

6. GENERAL CONDITIONS

6.1 General Conditions

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the County reserves the unqualified right to cancel this RFP and to reject any or all proposals for any reason.

6.2 County's Responsibilities

County is responsible only for that which is expressly stated in this RFP or any future addenda that may be issued to this RFP. County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

6.3 Cost of Proposal

The County shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this request.

6.4 Compliance with RFP

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

6.5 Truth and Accuracy of Representations

Substantially false, misleading, incomplete, or unresponsive statements and/or failure to adhere to the format herein described may be sufficient cause for rejection. The evaluation and determination of the fulfillment of the above requirement shall be in the County's sole judgment and shall be final.

6.6 Contract Execution

The resultant contract of this RFP shall be executed and returned by the selected firm within ten calendar days from the time of receipt of the contract (see sample Consultant Services Agreement, Attachment 1). If the contract is not returned within ten calendar days, the County may exercise the option of awarding the contract to the next highest ranked Proposer.

6.7 Acceptance of Terms and Conditions

Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto. Any and all parts of the submitted proposal may become part of any resultant contract between the selected Consultant and the County.

6.8 County's Changes to RFP

County reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda (or also referred to as Notice) to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda will be made available to each person or organization who has registered through the Department of Public Works "Doing Business with DPW" website for this RFP at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the Proposal found non-responsive and/or the Proposer non-responsible.

6.9 Proposer Changes to Proposal

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

6.10 Consistency with Laws

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

6.11 Notice to Proposers Regarding the Public Records Act

Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended bidder's/proposer's bid/proposal, Public Works completes contract negotiations and obtains a letter from an authorized officer of the recommended bidder/proposer that the negotiated contract is a firm offer of the recommended bidder/proposer, which shall not be revoked by the recommended bidder/proposer pending the department's completion of the process under the applicable protest policy as set forth in this RFP and approval by the Board of Supervisors and (b) with respect to all other bidders/proposers, Public Works recommends the recommended bidder/proposer(s) to the Board and such recommendation appears on the

Board agenda, bids/proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each bid/proposal which are justifiably defined by the bidder/proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

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 "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 Public Records Act request.

6.12 Contact with County Employees

As of the issue date of this RFP and continuing until the final date for submittal of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions regarding the RFP with County employees. During the submittal period, questions regarding this RFP may be directed to the person indicated in the cover letter or e-mailed to:

Mr. Matt Jerge
County of Los Angeles Department of Public Works
Business Relations and Contracts Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
mjerge@dpw.lacounty.gov

Contact with any other County official or employee during the submittal period regarding this RFP may be cause for immediate disqualification of the Proposer as determined in the sole discretion of the County.

6.13 County of Los Angeles 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 who seeks a County permit, license, franchise, or contract must certify compliance with the Ordinance. As part of this solicitation process, it is 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 RFP must certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010 and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Form 4, as part of their proposal.

6.14 Gratuities

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 submittal. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

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

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

6.15 Consideration of GAIN/GROW Program Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form, as set forth in the Required Forms, along with their proposal.

6.16 Child Support Compliance Program

Proposer is required to fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees. Proposer is required to fully comply with all lawfully served wage and earnings assignment orders and notices of assignment during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

6.17 Federal Earned Income Credit

Consultant shall notify its employees and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. A copy of the notice is available at this website: <http://www.irs.gov/pub/irs-pdf/n1015.pdf>.

6.18 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Attachment 1, Consultant Services Agreement, Recycled Bond Paper paragraph.

6.19 County Policy on Doing Business with Small Business

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

6.19.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification is available on the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services) website: dcba.lacounty.gov.

6.19.3 The County also has a policy on Doing Business with Small

Business.

6.19.4 Local SBE Prompt Payment Program

It is the intent of the County that certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as payment made 15 calendar days after receipt of an undisputed invoice.

6.20 Indemnification and Insurance

The County's insurance requirements specify that Consultants should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A:VII. A Best rating of A:VII indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders. Consultant shall comply with indemnification and insurance provisions specified in Attachment 2 of this RFP which will be incorporated into Consultant Services Agreement.

6.21 Cancellation of or Changes in Insurance

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

6.22 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall 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.

6.23 Determination of Proposer Responsibility

- 6.23.1 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 consultants.
- 6.23.2 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 subconsultants and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 6.23.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with 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.
- 6.23.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall 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.
- 6.23.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

6.23.6 The terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.24 Proposer Debarment

6.24.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from 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 the County, if the Board of Supervisors 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.

6.24.2 If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

6.24.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

6.24.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.24.5 If a Proposer has been debarred for a period longer than five years, that Proposer 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 Proposer 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.

6.24.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

6.24.7 These terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.24.8 <http://purchasingcontracts.co.la.ca.us/DebarmentList.htm> is the link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

6.25 County's Quality Assurance Plan

The County, or its agent, will monitor the Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Contract terms and

conditions and performance standards. Consultant deficiencies which County determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

6.26 Contractor Employee Jury Service Program

The prospective contract is subject to the requirements of the County's Employee Jury Service Ordinance (Jury Service Program) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program and the pertinent jury service provisions of the model/sample 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.

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

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

6.26.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of Contractor. The Program defines Contractor to mean a person, partnership, corporation, or other entity which has a contract with the County or

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

- 6.26.3 If a Contractor does not fall within the Jury Service Program's definition of Contractor or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception 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.

6.27 Consultant Registration with the County of Los Angeles

Prior to a contract award, all potential Consultants must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>. If awarded a contract and Consultant does not have a valid vendor number, payments will be delayed until the Consultant is registered.

6.28 No Payment for Services Provided Following Expiration/Termination of Agreement

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

Contractor. This provision shall survive the expiration or other termination of this Agreement.

6.29 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and how to safely surrender a baby. The fact sheet is set forth in Attachment of this solicitation document. It is also available on the Internet at www.babysafela.org for printing purposes.

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

Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the vendor on Required Form - Proposer's Organization Questionnaire/Affidavit (Form 13). Failure of the vendor to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Form 13 (Proposer's Organization Questionnaire/Affidavit) during the pendency of this RFP by providing a revised Form 13 to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

6.31 Prevailing Wage Requirements

These services will consist of both prevailing wage work and non-prevailing wage work.

- a. For project which is a public work as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR), the following provisions of this Section shall apply.
- b. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code section 1725.5.
- c. The County shall not accept any bid nor award any contract without proof of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (<https://cadir.secure.force.com/ContractorSearch>) must be attached in applicable part of the bid package. The bid submitted by an unregistered contractor shall be basis for considering the bid non-responsive

[with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1].

- d. An inadvertent error in listing an unregistered subcontractor pursuant to Labor Code section 1725.5 in a bid proposal shall be grounds for considering the bid non-responsive, unless:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- e. All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.
- f. The prime contractor is required to post job site notices prescribed below:

8 Calif. Code Reg. §16451(d):

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013*

(213) 620-6330

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.”

- g. In addition, electronic certified payroll records must be submitted to the County through an online system designated by the County.

6.32 Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

6.33 Protest Review Process

The County will handle and process any and all protests in connection with this RFP according to the County of Los Angeles Contracting Manual, Countywide Construction Contracting Policy Guidelines, No. P-05-04, "Bid Protests", dated March 31, 2003. Proposers who wish to file a protest shall do so in accordance with the requirements specified in Construction Contracting Policy Guideline No. P-05-04, which can be found at <http://dpw.lacounty.gov/general/bids/BidProtests.pdf>.

Policy Overview

The County of Los Angeles will process bid protests in a timely and consistent manner to assure that all prospective contractors/consultants are accorded fair and equal consideration for the award of County contracts.

Purpose and Scope

The purpose of this Policy Guideline is to convey the County's general course of action for addressing bid protests asserted by prospective contractors. This guideline will address the administrative guidelines for protests arising from the acquisition of construction and construction-related services under both the Invitation for Bid (IFB) and Request for Proposal (RFP) methods of solicitation.

Application and Responsibility

This Policy Guideline applies to all County departments involved in the contractor selection process for construction and construction-related contracts.

6.33.1 Policy Guidelines

6.33.1.1 **Introduction.** Protests received by the County before contract award shall be immediately forwarded to the contract administrator issuing the IFB or RFP. The contract administrator will prepare a written response, reviewed by County Counsel if necessary, and approved by the department/agency head or his/her designee.

6.33.1.2 **Timely Filing.** The protest of a likely contract award to the apparent lowest bidder (IFB) or best-qualified firm or consultant (RFP) must be made prior to contract award. Untimely notice will not serve the interests of either party. Protests should be received by the County at the earliest practical time. For this solicitation, the deadline to submit the protest is five business days from the debriefing meeting with Contract Administrator or five business days from the receipt of selection notification, whichever is later.

6.33.1.3 **Post-Award Protests.** With respect to protests received after contract award, the County will not suspend contract performance or terminate the awarded contract unless so directed by the Board.

6.33.1.4 **Protest Format.** The protesting party's protest should reference all pertinent County, State, Federal, or local laws or regulations that are relied upon in support of the protest. Any documents relevant to the protest should be submitted. The County, at its discretion, may decide the protest without requesting further submittal(s) from the party submitting the protest. Thus, the initial protest should include all matters that the party wishes the County

to consider in deciding the protest outcome. Such matters include, but are not limited to, the following:

- (1) The name and address of the party and its relationship to the procurement.
- (2) Identification of the proposed project or contract.
- (3) Description of the nature of the protest.
- (4) Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based (i.e., identification of the technical specifications or item of content in the IFB/RFP).
- (5) Copies of all (or any) documentation supporting the allegations in the protest.
- (6) Statement of the specific relief requested.

6.33.1.5 **Protest Submittal.** The best interests of the parties are served if the protest is (1) filed with the contract administrator, (2) filed in a timely fashion, and (3) filed in the format and detail described in Protest Format above. A contractor may also appear in person before the Board. The Board, acting in the best interests of the County, may decide to continue with the award and acquisition subject to resolution of the protest.

6.33.1.6 **Protest Remedies.** A decision by the responsible official will be made based on the merits of the protest. A written response will be provided by the County and all findings and specified remedies will be considered final. The Board may suspend a contract upon a finding that the protest has merit and is based on solid legal principles.

6.33.1.7 **Authority for Administration of Protests.** The responsible official may assign contract administrators to conduct the administrative processing of protests filed with the County. Assigned contract administrators shall be responsible for proper distribution of protest submittals and responses, coordination of staff evaluation of the protest, compliance with the time limits stated herein, and maintenance of all documents related to the protest. The responsible official shall request County Counsel to review and advise the contract administrator concerning any legal issues involved in protests.

6.34 County's Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read the Defaulted Tax Program Ordinance, and the pertinent provisions of the sample contract, Attachment 1, 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.

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

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

6.35 County's Request to Replace Consultant's Personnel

If the County determines, in its sole discretion, that the performance or conduct of any of Consultant's personnel on the Project is unsatisfactory, County reserves the right to request that the Consultant replace such personnel for the Project. In the event the County makes such a request, the Consultant shall promptly comply with such request.

6.36 Time Off for Voting

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

6.37 Injury & Illness Prevention Program

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

6.38 Background and Security Investigations

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

6.39 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision and the Independent Contractor Status provision contained in Sample Consultant Services Agreement.

6.40 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form 2 - Avoidance of Conflict of Interest Certificate.

6.41 Contractor CARD Track/Monitoring Database

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

6.42 **Consultant Independence/Prohibition from Participation in Future Solicitations:**

In accordance with Board Policy No. 5.090, Contractor Independence, The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm [collectively "firm"] or any subsidiary of a firm from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).

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

6.43 Proposals Submitted

Only one proposal from an individual, firm, partnership, corporation, or association may be submitted. Using the same or different names to submit additional proposals is not acceptable, and such proposals will not be considered. If the County has reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated, the proposal may be rejected as nonresponsive and/or nonresponsible. If the County has reason to believe that collusion exists among the Proposers, the proposals will be rejected, and such Proposers and participants may be subject to debarment.

6.44 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

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

Contractors are required to complete FORM 17 Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Commitment to Zero Tolerance Human Trafficking provision as defined in "Compliance with County's Zero Tolerance Human Trafficking" in the Agreement. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.45 Sustainability

The County is committed to the principles of sustainable development. The County Board of Supervisors has adopted the use of Envision as a standard for all County infrastructure projects to achieve sustainable development. The Consultant understands and agrees that the County may require the use of the Institute for Sustainable Infrastructure's Envision Sustainable Infrastructure Rating System on projects associated with this contract.

6.46 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

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

Contractors are required to complete Compliance with Fair Chance Employment Hiring Practices Certification (Required Forms), certifying that

they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

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

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

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

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

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

6.48 Disallowed Cost

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

6.49 Compliance with the County Policy of Equity

The consultant 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 consultant 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 consultant, its employees and subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the consultant, its employees or its subconsultants 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 consultant to termination of contractual agreements as well as civil liability.

6.50 Integrated Pest Management (IPM) Program Compliance

This Paragraph shall apply when applicable to the contract:

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

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

6.50.3 Proposers are required to complete Integrated Pest Management Program Compliance Certification in Required Forms, acknowledging and certifying compliance with the County's Integrated Pest Management Program, Compliance with County's Integrated Pest Management Program in Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.51 Charitable Contributions Certification

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

6.52 Prospective Contractor List of Terminated Contracts

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. Any and all terminated

contracts should be accompanied with "Reason for termination". It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

6.54 COVID-19 Vaccinations of County Contractor Personnel

Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed **Exhibit C** (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

7. COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION

7.1 The County has adopted a Community Business Enterprise (CBE) Program, available for review at Public Works, which includes business enterprises currently certified as minority, women-owned, disadvantaged, disabled veteran, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

7.1.1 Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.

7.1.2 Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.

7.1.3 Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade-oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.

- 7.1.4 Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
- 7.1.5 Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 7.1.6 Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
- 7.1.7 Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs (dcba.lacounty.gov or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the Community Business Enterprise (CBE) Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: osb@dcba.lacounty.gov. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov. The County of Los Angeles Certification Portal from the Office of Small business is at the same website for firms seeking County certification.

- 7.1.8 Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
- 7.1.9 Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 7.1.10 Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.

- 7.1.11 Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.
- 7.1.12. Proposer is a certified CBE.
- 7.2 The Proposer's CBE participation shall be reflected in the CBE Form.
- 7.3 Public Works will answer questions from Proposers regarding CBE participation.
- 7.4 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.

8. FORMAT OF PROPOSAL

The response to this RFP shall be made according to the requirements set forth in this Section, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposal. Each proposing firm shall submit only one (1) electronic proposals via Universal Serial Bus (USB) drive or compact disk (CD) to Public Works Headquarters. Hard copies of proposals will not be accepted. Mailed electronic proposals must be received by the Cashier's Office by the deadline. Proposers may submit proposals in person.

The Department of Public Works does not assume responsibility for documents that are incorrectly submitted. It shall be the responsibility of the Consultant to confirm proper delivery and receipt by the Department of Public Works of a submitted proposal. Mail-in USB/CD proposals shall be addressed to:

County of Los Angeles Department of Public Works
Cashier's Office
900 South Fremont Avenue, Mezzanine Level
Alhambra, California 91803-1331
Attention: **Matt Jerge**
Safe, Clean Water RFP
BRC0000302

PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

8.1 Format of Proposal Summary

Proposal submittals shall be organized as indicated below. Specific requirements for each of the Consultant's proposal sections are

included hereinafter. This requirement applies to proposals submitted in electronic and/or hard copy format.

8.1.1 Mandatory Contents

Clearly labelled tabs are recommended.

Section 1 - Cover Letter

Section 2 - Table of Contents

Section 3 - Corporate Documentation

Section 4 - Qualifications and Experience

Section 5 - Standard Services and Work Plan

Section 6 - Acceptance of Terms and Conditions

Section 7 - Required Certifications

Section 8 - CBE Participation

Section 9 – Indemnification and Insurance Affirmation

Section 10 – Performance History/References

Section 11 – Additional Data

8.2 Specific Requirements for each Section of the Proposal

8.2.1 Section 1

Cover Letter shall be a maximum two-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; and the **name, address, E-mail address, and telephone number of the contact person** who will be authorized to make representations for the organization.

8.2.2 Section 2

Table of Contents shall include an outline of the proposal, identified by sequential page number, and section title as described herein.

8.2.3 Section 3

8.2.3.1 Corporate Documentation shall include relevant

information that demonstrates organizational stability and strength, including a description/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.

8.2.3.2 Corporations or Limited Liability Company (LLC):

The Proposer shall submit the following documentation with the Proposal:

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

8.2.3.3 Limited Partnership:

The Proposer shall submit a conforming 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.

8.2.4 Section 4

Qualifications and Experience shall include, but not be limited to, the following information:

- #### 8.2.4.1
- Designation of an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with the established Scope of Services.

The Consultant shall provide a supervisor/administrator with a minimum of 7 years, preferably 15 years or more, of experience involved with providing similar services to Exhibit A, Scope of Services. Experience working on projects for the Safe Clean Water Program is strongly preferred. The listed supervisor/administrator shall be the same staff listed on Form 17.

- #### 8.2.4.2
- Identification of principal staff members including major subconsultants. Provide information on

key individuals providing the offered services in accordance with the established Scope of Services including relevant experience, professional certification/license/registration, education, and past experience.

8.2.4.3 A list of projects which indicates related experience in accordance with the established Scope of Services and provide a list of references with E-mail addresses and respective phone numbers, for information only. Listing of projects supporting the development and implementation of the Safe, Clean Water Program is strongly preferred.

Attach final copy of the report of successful Safe, clean Water Program, if available. At least one completed copy of the program report is highly desired.

8.2.4.4 Provide a certified Envision Sustainable Professional (ENV-SP) on its staff to assist with design. If the individual is not yet credentialed by ISI as of the execution date of the Agreement (the "Execution Date"), the individual must be credentialed no later than 30 days after the Execution Date or be replaced with a design professional who is credentialed.

8.2.5 Section 5

Work Plan

8.2.5.1 Provide a Work Plan on Proposer's Quality Assurance and Quality Control procedures for its own staff and each of its subconsultants.

8.2.6 Section 6

Acceptance of Terms and Conditions shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the attached sample Consultant Services Agreement.

8.2.7 Section 7

Required Forms/Certifications

Proposer shall complete, sign, and submit with the proposal, the certifications and forms listed below. Except for the Contractor Employee Jury Service Program form and State of California Department of Industrial Relations (DIR) registration, these forms are required only from the Proposer (prime). If the Proposer is submitting as a Joint Venture, each entity within the Joint Venture shall complete the certifications and forms. In addition, each entity within the joint venture shall meet the minimum mandatory requirements, if applicable. The Contractor Employee Jury Service Program form must be completed and signed by the entire project team.

- 8.2.7.1 Los Angeles County CBE Form and Form 1A Subconsultant Certification Form
- 8.2.7.2 Avoidance of Conflict of Interest
- 8.2.7.3 EEO Certification
- 8.2.7.4 Lobbyist Ordinance Affidavit
- 8.2.7.5 Attestation of Willingness to Consider GAIN/GROW Participants
- 8.2.7.6 A completed history of past and current contracting with the County over the past three years
- 8.2.7.7 False Claims
- 8.2.7.8 Civil Litigation History
- 8.2.7.9 Criminal Conviction
- 8.2.7.10 Contractor Employee Jury Service Program form from the Consultant and entire project team, including subconsultants, if any.
- 8.2.7.11 Debarments
- 8.2.7.12 Labor Law/Payroll Violations
- 8.2.7.13 Proposer's Organization Questionnaire/Affidavit
- 8.2.7.14 Defaulted Property Tax Reduction Program
- 8.2.7.15 Reference Survey Form
- 8.2.7.16 A completed Business Size Enterprise Category Form.
- 8.2.7.17 Minimum Mandatory Requirements Form
- 8.2.7.18 Zero Tolerance Human Trafficking Policy Certification
- 8.2.7.19 Compliance with Fair Chance Employment Hiring Practices Certification
- 8.2.7.20 Disallowed Cost Attestation
- 8.2.7.21 Charitable Contributions Certification
- 8.2.7.22 Prospective Contractor List of Terminated Contracts
- 8.2.7.23 Integrated Pest Management Program Compliance Certification
- 8.2.7.24 For prevailing wage work, attach a copy of the active and valid State of California Department of Industrial Relations (DIR) registration for the proposer and any applicable subconsultants.

8.2.8 Section 8

CBE Participation shall include documentation of Proposer's good faith efforts to meet the CBE participation goal specified in Section 7, CBE Participation.

8.2.9 Section 9

Proposer shall include a statement affirming the Proposer's acceptance to comply with the Indemnification and Insurance Provisions contained in Attachment 2. The affirmation statement shall also name each subconsultant, if any, and indicate that the subconsultants will be included as insureds under Consultant's own policies, or that each of the subconsultants will comply with the Indemnification and Insurance Provisions contained in Attachment 2. Further, Consultant shall include a statement affirming Consultant will be solely responsible to verify that its subconsultants' insurance complies with Indemnification and Insurance Provisions contained in Attachment 2. The Consultant and its subconsultants shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Attachment 2, Indemnification and Insurance Provisions. If filing as Joint Venture, the Joint Venture entity shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Attachment 2, Indemnification and Insurance Provisions. Prior to the execution of the agreement, the insurance coverage must be under the Joint Venture firm's name and not the individual joint venture team member's insurance.

8.2.10 Section 10

Performance History References

Proposer shall include two references from contracts during the previous five years, where Proposer provided similar services listed in the Scope of Services of this RFP. Reference Form shall include: name of organization/firm; type of organization (other counties, cities, state agency, federal agency, or private agencies); services provided; service dates; contact name, title, telephone number and e-mail address. In addition, it is the Proposer's responsibility to contact these references for completion of the Reference Survey – Non-County of Los Angeles Reference and Performance History

Reference Evaluation Checklist-CARD (**Form 15**) located in the Required Certification Forms section of this RFP. Form 15 must be completed in its entirety by the reference personnel, **signed**, and included in your proposal under Section 10.

Unsigned and incomplete Form 15 will not be scored. The Non-County of Los Angeles Reference and Performance History Reference Evaluation Checklist-CARD are total of two pages (Form 15).

It is the Proposer's responsibility to ensure that its references respond promptly. Late submission of reference surveys will not be accepted after proposal deadline. Public Works may contact references for any reason during the solicitation process; however Public Works will not contact these references to conduct the survey.

Performance History References Scoring:

8.2.10.1 Performance History References (5%) –

8.2.10.1.1 Each reference survey will be reviewed and scored based on the response given. Proposer may receive up to 2.5 points for each reference survey included in Section 10 of the proposal, for a maximum award of 5 points.

8.2.10.1.2 Proposer shall receive 0.5 points for each positive response for a maximum of 2.5 points for each reference survey.

8.2.10.1.3 Questions not answered shall receive zero points.

8.2.10.2 In addition to the references provided, County review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), 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. Additionally, a review of terminated contracts will be conducted which may result in point deductions. The number of active and resolved issues from CARD and CARD-related issues from any non-County reference will be added to determine if deductions are applicable.

If deductions apply, deductions shall be based on the following:

8.2.10.2.1 Deductions shall be applied against the points awarded in the Performance History/Reference section as follows:

- a. 100% if Proposer has two or more confirmed active CARD issues;
- b. 75% of points awarded for one confirmed active CARD issue; and
- c. 25% of points awarded if Proposer has three or more issues that were resolved within the last five years.

8.2.10.3 A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section 7 of the proposal.

8.2.11 Section 11

Additional Data shall include any other data the Proposer deems essential to the evaluation of the proposal, i.e., other relevant projects, etc. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

9. **EVALUATION CRITERIA**

9.1 PASS/FAIL REQUIREMENTS

A pass/fail evaluation will be made of the Proposal to determine whether the Mandatory Contents required by Sections 8.1 and 8.2 are included in the Proposal. Failure to meet the mandatory pass/fail requirements and provide full and accurate information as required under this RFP may be cause for disqualifying the Proposal as non-responsive. The determination of non-responsiveness shall be made solely at the discretion of the County, if it is determined to be in the County's best interests. Pass/fail criteria include the following:

9.1.1 The submittal shall contain all information as required in Section 8.2, which lists the specific requirements for each section of the proposal.

9.1.2 The proposal shall include all required forms completed and signed as defined in Section 8.2.7 - Required Forms/Certifications.

9.2 SUMMARY OF SCORING

Proposals that are determined to be responsive to the mandatory requirements shall be evaluated using a 100-point total cumulative score rating according to the following criteria:

9.2.1 Qualifications and Experience (60%)

9.2.2 Work Plan (35%)

9.2.3 Performance History References Scoring (5%)

9.3 INFORMED AVERAGING SCORING METHODOLOGY

When applicable, each category will have a scoring factor of Exceeds, Meets, Weak, or Not Met. Definitions for the rating factors are as follows:

Exceeds

The rating should be given when the proposal clearly presents enough information that indicates a higher level than what is required in the RFP.

Meets

The rating should be given when the proposal clearly presents enough information to ascertain compliance with the requirement of the RFP factor being rated – no more and no less.

Weak

The rating should be given if there is questionable compliance, or if the discussion of the RFP requirement is brief or merely an affirmation that the proposer will comply with the RFP requirement being rated.

Not Met

The rating should be given in two situations: 1) the proposal does not address or acknowledge a certain RFP factor, or 2) the proposal indicates an inappropriate or different response to what is being asked in the RFP.

- 9.4 Public Works reserves the right to conduct oral interviews with high ranked Proposers as indicated in Section 1.4.3 or as appropriate and in the best interest of the County. Should interviews be conducted, Proposers will be evaluated using a 100-point total cumulative score rating according to the following criteria:

SUMMARY OF SCORING

9.4.1 Presentation (30%)

9.4.2 Responsiveness to Direct Questions (70%)

The highest ranked Proposer from the total scoring from Sections 9.2 and 9.4 shall be recommended to be awarded the contract in accordance with Section 1.1.

9.5 MINIMUM THRESHOLD SCORE

A threshold of 50% applies to this solicitation. Firms must receive a minimum of 50% of the written evaluated score to be considered for oral interview (if any) and in order to be eligible for contract award. Any firm receiving less than 50% of the total score may be disqualified from consideration for contract award.

Americans with Disabilities Act (ADA) Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-7337, from 7:30 a.m. to 5:00 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference Business Relations and Contracts Division **[BRC-2]**.

**SCOPE OF SERVICES
ON-CALL CONSULTANT SERVICES
FOR IMPLEMENTATION AND OTHER SUPPORT FOR
SAFE, CLEAN WATER PROGRAM**

The County of Los Angeles, on behalf of the County of Los Angeles Department of Public Works (Public Works) and the Los Angeles County Flood Control District (Flood Control District), which will be referred to in this RFP in its entirety as "County," desire to engage Consultants who will utilize in-house personnel and subconsultants who have skilled experience and expertise in providing services related to the implementation, administration, and adaptive management of the Safe, Clean Water Program on an as-needed basis.

The Scope of Services shall include, but not be limited to, the following:

SCOPE OF SERVICES

1.1 General

The Consultant shall have a strong understanding of the Safe, Clean Water Program and provide services in the following areas:

Water Resources

The Consultant shall have experience in the planning, design, construction, monitoring, and operations and maintenance of water resources projects related but not limited to, the capture, retention and conveyance of stormwater, surface water, imported water and recycled water; groundwater recharge; multi-purpose watershed management facilities; low impact development (LID) measures and enhanced watershed management (EWM) facilities to improve stormwater quality; engineered wetlands for stormwater water treatment; landscaping that utilizes plant species that are native, or drought tolerant and non-invasive; and stream and upland habitat creation and restoration.

Flood Hazard Mitigation

The Consultant shall have experience in the planning, design, construction, monitoring, and operations and maintenance of flood hazard mitigation projects including, but not limited to, flood management facilities, such as storm drains, engineered open channels, retention and detention basins, and appurtenant structures; natural and partially engineered open channels that may include, but be limited to, the utilization of nontraditional or natural stabilizing materials and accommodation of sediment transport and management; debris management facilities, including, but not limited to debris inlets, debris basins, post fire debris mitigation measures, and sediment placement sites; landscaping that utilizes plant species that are native, or drought tolerant and non-invasive; stream and upland

habitat creation and restoration.

Environmental Engineering

The Consultant shall have experience in environmental engineering which includes, but is not limited to, sanitary engineering and modeling; industrial waste and solid waste management; environmental assessment; Greenhouse Gas (GHG) analysis; and sustainability using the Envision™ rating assessments from the Institute for Sustainable Infrastructure (ISI).

Environmental Documentation and Permitting

The Consultant shall have experience in environmental planning to identify, prepare, and review documentation to ensure compliance with County policies and procedures, California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and applicable local, State, and federal regulatory permits (e.g., city or County, South Coast or Antelope Valley Air Quality Management District, California Coastal Commission, California Department of Fish and Wildlife, Los Angeles or Lahontan Regional Water Quality Control Board, U.S. Army Corps of Engineers, U.S. Forest Service).

Telemetry Systems

The Consultant shall have experience in design and technical support of telemetry systems including, but not limited to, preparation of plans, specifications, and estimate for implementing the telemetry systems. The telemetry systems must be capable of collecting, storing, analyzing, and graphically presenting information on the status of both gray and green infrastructure in real-time. Typical components that would require installation include, but are not limited to, programmable logic controllers, radios, water level sensors, position indicators, flow meters, conduits, enclosures, pedestals, batteries, and solar panels.

Geotechnical Engineering

The Consultant shall have experience in geotechnical engineering which includes, but is not limited to, geotechnical investigation and final reporting, subsurface exploration drilling/sampling/logging, field percolation testing, analytical testing, and data compilation for water resources projects.

Survey Engineering

The Consultant shall have experience in survey engineering which includes, but is not limited to, desktop site analysis, topographic surveys, topographic map preparation, and utility search reports.

Staffing , Developing, Administering, and Managing Stormwater Related Programs

The Consultant shall have experience in staffing agencies' implementation of stormwater programs, as well as developing, administering, and managing stormwater-related programs. This includes, but is not limited to, local and regional programs regarding the three primary objectives of the Safe Clean Water Program (water quality, water supply, and community enhancements) as well as credit and credit trading, stormwater education, community engagement, and workforce education and training.

Project Management

The Consultant shall have experience in project management (from concept development phase through implementation and monitoring) and development/management of water-related initiatives.

Strategic Communications

The Consultant shall have experience in communications campaigns, web-content development, graphic design, working with other public agencies and organizations, managing large-scale public outreach for stormwater-related projects and programs, and community engagement. The consultant shall have a proven track record for both planning and implementing strategic communications programs.

BMP Inspection and Validation

The Consultant shall have experience in inspecting a broad spectrum of stormwater BMPs and facilities to ensure they are effectively providing the benefits as-designed and implemented, including reporting as well as recommending and implementing appropriate mitigations or improvements.

1.2 Provision of Labor, Licenses/Certifications, Materials, Storage and Disposal

The Consultant shall provide all labor and personnel certifications/licenses, materials, equipment, storage, and disposal necessary to complete Tasks A through M below. In particular, the Consultant shall include on its project team in-house personnel or subconsultants who have the necessary Federal and State licenses or other required certificates to conduct the tasks under this Contract.

All professional staff, including subconsultants, provided by the Consultant for a task/project shall be approved by the County and shall not be removed or replaced without prior consent of the County. If a change in personnel, including those of subconsultants, is necessary, the Consultant shall submit the name and resume for the proposed replacement for County approval 30 calendar days prior to the

effective day of the change. In addition, the Consultant shall commit to the County that any staff, including that of subconsultants, presented and accepted by the County on a task/project shall remain committed to the task/project as long as they remain employed by the Consultant or subconsultant.

Public Works, at its sole discretion, reserves the right to direct the Consultant to remove and replace from the task/project any member of the Consultant's staff, including subconsultants. The Consultant shall be responsible for replacing any such staff with staff approved by Public Works within 14 calendar days of the effective date of removal.

All studies, research reports, project concepts, plans, specifications, estimates, and final inspection reports are to be wet signed and wet stamped as required by the State of California and industry standard practice by the individual licensed/certified by the State of California. The licensed individuals expected to be needed to carry out the Scope of Services herein include, but are not limited to, Civil Engineer, Geotechnical Engineer, Structural Engineer, Mechanical Engineer, Electrical Engineer, Geologist, Hydrogeologist, Land Surveyor, Architect, and Landscape Architect. The Consultant shall consult with the County Project Manager for the need for any other licenses or certifications not listed herein.

The Consultant shall provide a supervisor/administrator with a minimum of 7 years, preferably 15 years or more, of experience involved with providing similar services to the Scope of Services herein. The Consultant's designated supervisor/administrator shall be directly employed by the Consultant, preferably for at least 2 years. The Consultant's designated supervisor/administrator shall have an active and valid Civil Engineer license authorized to practice in the State of California. The Consultant's designated supervisor/administrator shall have strong coordination and negotiating skills, and a strong commitment to advocate, as legally allowable, for the best interests of the County.

All information technology (IT) related services such as websites, modeling tools, etc. must fully comply with the County's IT additional provisions and insurance requirements. For more information, please refer to **Attachments 2, 3, and 4**.

1.3 Tasks

The Scope of Services includes Tasks a through m below:

a. Stormwater Related Studies

Included in this task are studies for which the County will provide the specific scope related to a stormwater or urban runoff pollution management problem or issue that is to be researched, analyzed, or both by the Consultant. The task scope may require the Consultant to provide a construction or implementation cost estimate for the study's recommended

solution or alternatives. Types of studies include, but are not limited to, SCWP Scientific Studies or general technical studies related to stormwater and urban runoff capture and pollution reduction, monitoring studies, feasibility studies regarding flood control projects (e.g., storm drain/channel deficiencies), planning studies (e.g., development of master plan drainage studies), groundwater investigations, groundwater banking studies, hydrogeological studies, aquifer testing, water rate design and restructuring study.

Consultant should also have expertise and experience in water related studies requiring the use of complex hydrologic, hydraulic, and sedimentation modeling. This should include 1-, 2-, and 3-dimensional modeling.

b. Planning Engineering

Development of comprehensive stormwater and water resources planning documents to advance the implementation of, or adaptively manage, the Safe Clean Water Program. These planning documents would be expected to build from other existing planning documents and efforts such as, but not limited to, the Watershed Management Program/Enhanced Watershed Management Program, Coordinated Integrated Monitoring Program, Watershed Revitalization Plan, Integrated Regional Water Management plans, existing or in-progress Scientific Studies, and Master plans, including addressing related CEQA and NEPA requirements.

c. Feasibility Studies

Included in this task are all items needed to successfully deliver Safe Clean Water Program Feasibility Studies. The types of studies the Consultant will need to prepare include, but are not limited to, Capital improvements to existing parks, open space, infrastructure, and flood control systems to implement multi-benefit projects in accordance with the current Safe, Clean Water Program's latest Feasibility Study Guidelines (available online and attached).

d. Design Engineering Services (Plans, Specifications, and Estimates)

1. Included in this task are items needed for detailed design of Pre-Design Project Reports (or Feasibility Studies) developed in-house by the County, the Consultant, or other consultants. It is expected that the Consultant's proposal for the development of Plans, Specifications, and Engineers' Estimates (PS&E) will follow the existing project concept. Project elements can include, but not be limited to, grading, dewatering and water control, structural, mechanical, electrical, and landscaping components. Any significant deviations from or areas requiring clarification/modification of the

existing project concept shall be discussed with and approved by the County's Project Manager prior to submittal of the Design Engineering Services proposal.

The services requested, which will be specified by the County on a project by project basis and may be in response to an outside entity's approved request to perform PS & E services on their behalf (per any officially executed agreement), may include, but are not limited to the following:

- i. Existing data and records acquisition - Acquire and compile existing data and records related to the PS&E, including but not limited to, topography; rights of way, easements and property ownership; utilities (underground and overhead); existing facility plans; hydrology, hydrogeology, and hydraulics; well logs; water quality; Phase 1 site assessment reports; other pertinent studies and reports.
- ii. Design survey - Obtain any design surveys needed to prepare the PS&E. The Consultant shall coordinate and tie any new survey to the existing County record information and/or as directed by the County's Project Manager and/or in accordance with Public Works' Survey/Mapping & Property Management Division's standards and procedures.
- iii. Prepare the PS&E for all project components specified by the County. The Consultant's design shall conform to the County's design standards, guidelines, and manuals, including, but not limited to those for sustainable design. Long-term maintenance plans must be included to ensure the preservation of benefits as designed. Prepare all documentation in the format requested and to the County's standards, including the Computer-Aided Drafting and Design standards from Public Works' Information Technology Division. Where applicable, documents shall be prepared in ArcGIS format, NAD 83 State Plane Coordinate System.
- iv. Specifications shall be prepared using the Standard Specifications for Public Works' Construction (Green Book), latest edition, and the Additions and Amendments (Grey Book). Other standards shall be discussed and approved by the County's Project Manager prior to consultant use.
- v. The Consultant shall coordinate the specifications preparation, including format, with Public Works' Project Management Division that would advertise and award the Projects.
- vi. Geotechnical reports – Obtain all required soils reports, geological reports, etc., for the project.
- vii. Prepare environmental documentation to ensure compliance with County policies and procedures, CEQA, NEPA, and applicable local, State, and federal regulatory permits.

- viii. Permits - Obtain all required non-environmental permits for the project. These may include, but not be limited to, Caltrans encroachment permits, regulatory permits from Fish and Wildlife or Army Corps of Engineers, City right-of-way permits, building permits, and utility permits.

e. Public Outreach and Community Engagement

The Consultant shall have experience managing large-scale public outreach for stormwater-related projects and programs and community engagement. Included in this task are all services needed to successfully reach out to and engage the public on concerns and issues related to stormwater-related projects and programs. These services may include, but are not limited, to:

1. All associated activities to develop communication plans and reports aimed to increase outreach and engagement of the public on stormwater-related projects and programs.
2. Conduct media campaigns (traditional news media and social media).
3. Meet with, solicit, and incorporate input from the public including, but not limited to, city staff/officials, school district staff/officials, stakeholder/special interest groups, residents, and other interested members of the public, to identify potential issues, concerns, and special considerations.
4. Meet with, solicit, and incorporate input from each watershed area's Watershed Coordinator(s) and the Watershed Area Steering Committee.
5. Focus on strategies to benefit Disadvantaged Communities ([See Section 16.03.H and 16.03I of the Flood Control District Code](#)).
6. Set up and conduct/moderate meetings, events, tabling, workshops etc.
7. Maintain regular communication as necessary; establish record of on-going communication with the public.
8. Analyze identified needs, concerns, and special interest.
9. Provide translation services for outreach and engagement events or Safe Clean Water Program governance committees.

f. Education and Workforce Development

The Consultant shall have experience developing public and school education programs and workforce development/training plans for stormwater-related projects and programs. Included in this task are all services needed to successfully conduct education and prepare workforce development plans related to stormwater-related projects and programs. It is desirable for the Consultant to have expertise in explaining technical terms and concepts in terms that the general public with a non-technical background or children can relate to and understand. These services may include, but are not limited to:

1. All associated activities to develop and implement a public and school education program for stormwater-related projects and programs.
2. All associated activities to develop and implement a workforce development plan that aims to provide local workforce job training and certification training for construction, inspection, operation and maintenance of stormwater-related projects.
3. Meet with, solicit, and incorporate input from the public including, but not limited to, staff/officials of government, and school and other special districts, stakeholder/special interest groups, and other interested members of the public, to identify and develop the most effective practices to educate the public and schools.
4. Meet with, solicit, and incorporate input from each watershed area's Watershed Coordinator(s) and the Watershed Area Steering Committee.
5. Focus on strategies to benefit Disadvantaged Communities.
6. Analyze identified needs, concerns, and special interest.

g. Project Management

The Consultant may be requested to provide Project Management and related services. The Consultant is expected to manage projects in an excellent, proficient, and legal manner. The Consultant is expected to be responsible for, but is not limited to, a combination of the following essential functions:

1. Coordinate the programming, design, and construction of projects.
2. Coordinate design reviews and plan approvals, identify potential problems in advance, and take corrective action or notify the proper level of authority.
3. Prepare authorization documentation (Board of Supervisors' letters and delegation memoranda) in the format specified by the County.
4. Prepare and maintain project budgets and schedules.
5. Review the work of other consultants and make recommendations on the approval of invoices.
6. Administer project contracts.
7. Manage cost and schedule performance on assigned projects.
8. Prepare and coordinate monthly project construction reports.
9. Review and make recommendations on contractor submittals.
10. Coordinate project close-out activities.
11. Evaluate and make recommendations on changes in scope of work and prepare requests for change orders.
12. Interface with other County departments and other local, state, and federal agencies to resolve problems, and coordinate planning and other project management functions as necessary.

The Consultant shall monitor, coordinate, and evaluate all key project activities to ensure optimum scope/configuration control, cost/schedule

compliance, and quality assurance/control of project designs, specifications, contracting strategies, and contractor performance leading to claims avoidance/claims mitigation. When appropriate, the Consultant will participate in the training of the County's preapproved project delivery techniques.

h. Public Meeting Facilitation and Presentation

Included in this task are all services needed to successfully engage and educate the public on concerns and issues related to water resources and facilitate governance committee meetings. These services may include, but are not limited to, the following:

1. Meet with, solicit, and incorporate input from the public including, but not limited to, staff/officials from the County, cities, school and other special districts, stakeholder/special interest groups, and other interested members of the public to identify potential issues, concerns, and special considerations.
2. Set up and conduct/moderate meetings, events, tabling, workshops, etc.
3. Maintain regular communication as necessary after meetings; establish record of on-going communication with the public.
4. Provide translation services.
5. Arrange for accommodations as needed to comply with the Americans with Disabilities Act, and the State Brown Act or other pertinent regulations, as appropriate.
6. Analyze identified needs, concerns, and special considerations.
7. Prepare presentations, communications, and meeting materials.

i. Strategic Communications

Included in this task are all services needed to successfully implement Strategic Communications related to the Safe, Clean Water Program. These services may include, but are not limited to, the following:

1. All associated activities to develop and implement a Strategic Communications Plan.
2. Develop graphic elements including, but not limited to, fact sheets, videos, media ads, social media posts, website graphics, and collateral.
3. Update and maintain the existing website.
4. Meet with and solicit input from the public including, but not limited to, staff/officials of the County, cities, and stakeholder/special interest groups, to identify potential issues, concerns, and special considerations.
5. Set up and conduct/moderate meetings, events, tabling, workshops, etc.

6. Maintain regular communication as necessary after meetings; establish record of on- going communication with the public.
7. Analyze identified needs, concerns, and special considerations.
8. Prepare presentations, communications, and meeting materials.
9. Provide translation services.

j. Envision

As part of the County's goal to incorporate environmentally sustainable design in infrastructure improvements, the Consultant is required to identify and provide a certified Envision Sustainable Professional (ENV-SP) on its staff to assist with design. In entering an Agreement with the Consultant, the County may rely on Consultant's representation that the individual identified as an ENV-SP either possesses a current credential appropriate to the project work, issued by The Institute for Sustainable Infrastructure ("ISI") or is in the process of being credentialed by ISI. If the individual is not yet credentialed by ISI as of the execution date of the Agreement (the "Execution Date"), the individual must be credentialed no later than 30 days after the Execution Date or be replaced with a design professional who is credentialed. A copy of the individual's ENV SP certificate must be provided to the County upon request. Failure of the Consultant to comply with the foregoing or failure to maintain at all times thereafter at least one design professional with current ENV-SP credential will constitute a Default under the Agreement.

For a project which requires Envision the Consultant will be responsible for completing an Envision rating assessment using ISI's online rating tool and following the Envision guidance manual, a copy of which is available at the following location:

<http://dpw.lacounty.gov/general/contracts/opportunities/docs/EnvisionGuidanceManual2015.pdf>

At the discretion of the Project Manager a project may be submitted to ISI for third party verification of the Envision rating. If third party verification is required the Consultant shall be responsible for registering the project with ISI; gathering, preparing, and submitting all documentation to ISI that is required to complete the verification process; and paying all verification fees.

k. Other General Services

The Consultant shall perform the following general services under this contract upon request:

1. Attend meetings with representatives of Public Works or other agencies to discuss projects.
2. Prepare presentations, communication, reports, and meeting materials.
3. Financial analysis.
4. Develop tools and provide technical support to manage, track, and share data and maps, as appropriate.
5. Investigate related grant funding opportunities.
6. Support with outreach and communication to stakeholders (email communication, SCWP hotline support, fund transfer agreements, and others).
7. Support with implementation of SCWP's tax-relief programs and validation, updating, modeling, or testing of the tax methodology for the Special Parcel Tax.
8. Develop, support, and/or administer Safe Clean Water Program credit program and credit trading program(s).
9. Prepare planning documents and studies.
10. Organize and provide technical training/seminars/workshops to staff on use and application of various hydrologic, hydraulic, and sedimentation related modeling.
11. Provide strategic consultation related to policy, guidance, and adaptative management of the SCWP.
12. Provide regional coordination of the SCWP to ensure consistency and sharing of best practices and resources.
13. Evaluate Public Works' existing hydrologic data collection network, which includes rainfall and runoff gages, to provide recommendations and develop project concepts for improving/enhancing our network.
14. Evaluate other regional issues on behalf of individual Watershed Areas, contracted entities, or the County.
15. Prepare and lead studies, models, or reports to support adaptive management (e.g., potential scoring criteria revisions, as applicable, etc).

I. Special Assignments

When requested by the County, the Consultant may be required to perform Special Assignments for any of the consultant services in Article 2 to complete critical assignments and projects most efficiently within an expedited schedule. Compensation for these Special Assignments shall be negotiated by the County.

m. Information Technology Services

When Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall

also comply with the following requirements below:

- The Consultant shall consult with and obtain written approval from Information Technology Division (ITD) to ensure the technology utilized is compatible with the County's IT infrastructure and is consistent with County IT standards. IT standards can be provided upon request.
- Once the application or website is developed, the Consultant shall verify that it works properly and shall coordinate with ITD to perform a code review. Any code or technology not compatible or in compliance shall be remedied by the Consultant.
- Upon passing the code review, the Consultant shall assist ITD to transfer the application or website to Public Works development environment, if applicable. The transferred application or website shall be tested and verified by Stormwater Planning Division.
- Upon approval from Stormwater Planning Division, the Consultant shall assist ITD to deploy the application or website to Public Works production environment.
- The Consultant shall provide 12 months of maintenance and support to allow Stormwater Planning Division to operate the application or website in production, address any deficiencies, and make adjustments that weren't discussed during the discovery and development phases.
- Four weeks prior to the end of the Consultant's Maintenance and support period, the Consultant shall:
 - Conduct a hand-off meeting to ensure ITD has all the necessary information, access, and tools to maintain and support the application or website.
 - Transfer any perpetual costs associated with the application or website (licensing, etc.) to Public Works.

DELIVERABLES AND SERVICES

When specified services are needed, the County will request the Consultant (through Task Orders) to prepare a work plan, a list of the tasks/deliverables, project team components, project schedule, and a cost estimate of the task order. All cost estimates related to consultant services for tasks/deliverables shall utilize the consultant billing rates and the associated hours to provide the task(s)/deliverable(s). The Consultant will have seven (7) working days to submit a project proposal for County to review and approve. No work will proceed until a Notice to Proceed is issued by the County for each task order. No optional tasks will be conducted without prior approval from the County. Work shall be performed on an as-needed basis.

This is a deliverable-based service agreement, unless directed by the County to use other formats of services. Deliverables under each task and/or sub-task will be developed and agreed to by the County before the start of work.

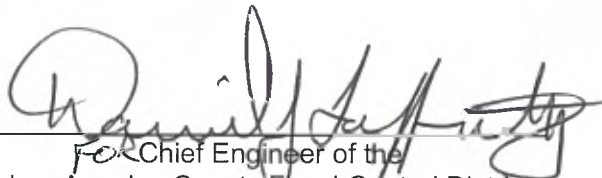
On some assignments, as determined and approved by the County, the Consultant may be requested to be stationed in-house at County facilities and provide services under the direction and supervision of County staff.

On some tasks/projects, as determined by the County, more than one Consultant may be requested to submit task/project proposals. The Consultant with the most qualified staff proposed to be assigned to the task/project will be selected. The proposals will be done at no cost to the County.



Safe, Clean Water Program

Feasibility Study Guidelines



Chief Engineer of the
Los Angeles County Flood Control District

9/19/19
Date Adopted

Safe, Clean Water Program Feasibility Study Guidelines

1.0 Background and Purpose

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to these Guidelines.

The objective of the Infrastructure Program is to plan, build, and maintain watershed-based Multi-Benefit Projects. In order for a Project to be eligible for consideration by the Watershed Area Steering Committee (WASC) and scoring by the Scoring Committee, a Feasibility Study for that Project must first be completed.

Section 18.07.B.3. of the Los Angeles County Flood Control District Code states:

The Chief Engineer shall develop and adopt guidelines for the preparation of Feasibility Studies (Feasibility Study Guidelines), including required contents, and shall update those guidelines from time to time, consistent with the purposes and goals of the SCW Program, as the Chief Engineer deems necessary or appropriate for the effective operation of the Regional Program.

The purpose of these Feasibility Study Guidelines ("Guidelines") is to describe the minimum requirements for Feasibility Studies. If a Feasibility Study does not meet the minimum requirements described in these Guidelines, the proposed Project will not be eligible for consideration and scoring. These Guidelines may be periodically updated as deemed necessary or appropriate by the Chief Engineer of the LA County Flood Control District.

If a Feasibility Study or functionally equivalent Feasibility Study level information (see Section 5.0) has not been prepared for a proposed Project, a WASC may recommend that a Feasibility Study for the proposed Project be prepared through the Technical Resources Program, in a Stormwater Investment Plan (SIP). When included in an approved SIP, the District will provide Technical Assistance Teams to complete the Feasibility Studies in partnership with and on behalf of Municipalities, community-based organizations ("CBOs"), non-governmental organizations ("NGOs"), and others who may not have the technical resources or capabilities to develop Feasibility Studies. Each Feasibility Study will be uploaded through a web-based tool that also provides applicants with a preliminary score based on their inputs. Each WASC will determine which completed Feasibility Studies will be sent to the Scoring Committee for official scoring.

The requirements in the following section are intended to be used in combination with the Project Scoring Criteria (Exhibit A) and the SCW Regional Projects Module (Exhibit B) described in Section 4.0 below.

2.0 Requirements

A Feasibility Study is required before a Project can be submitted for consideration, scoring, and potential recommendation for incorporation into a SIP. At a minimum, a Feasibility Study must include:

1. A detailed description of the proposed Project, including:
 - A summary of the Project's primary objective(s), secondary objective(s), and any additional objective(s).
 - A description of the primary mechanisms by which the Project will achieve its objectives (e.g., runoff and/or pollutant reduction through infiltration, treat and release, capture and use, etc.).
 - A description and schematic of the Project layout including its anticipated footprint and key components such as, but not limited to: inlet, outlet, diversion point, recreational components, nature-based components, pumps, treatment facilities, underdrains, conveyance, above ground improvements, and other Project components.
 - An outline of the capture area for the Project on a map and a breakdown of acreage, land uses and percent imperviousness within the capture area.
 - Land ownership and related rights of way.
 2. A description and estimate of the benefits provided (determined through best engineering estimates and modeling as appropriate). More information on how to estimate Project benefits are provided in Section 3.0.
 3. An estimated schedule to design, obtain permits for, construct, operate and maintain the Project.
 4. A review of the effectiveness of similar types of Projects already constructed, when available.
 5. A monitoring plan to measure the effectiveness of the proposed Project once completed, including metrics specific to the identified benefits.
 6. A lifecycle cost estimate and schedule required to design, obtain permits for, construct, operate and maintain the Project.
 - Life-cycle cost estimates must contain Project costs including but not be limited to: costs related to early concept design, pre-Project monitoring, Feasibility Study development, site investigations, formal Project design, intermediate and Project completion audits, California Environmental Quality Act (CEQA) compliance and other environmental impact studies, land acquisition, permitting, construction, full lifetime operations and maintenance, monitoring, etc. The only costs not to be included in the life-cycle cost estimate are the dismantling and replacement costs at the end of life.
 7. A plan for how operations and maintenance of the Project will be carried out. The plan should include but not be limited to: estimated annual costs associated with maintenance (including: estimates for number of crew required, hours of maintenance per month/year, the staff expertise level, Projections of maintenance cost increases over the life of the Project); how Project maintenance will accommodate Project Labor Agreement (PLA) considerations (if applicable); and identification of the responsible party that has agreed to perform the operations and maintenance.
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8. An engineering analysis of the proposed Project (e.g., estimates of site conditions, soil sampling, appropriate geotechnical investigations, preliminary hydrology report, site layout, utility search, environmental impacts, pertinent historical background for site location, etc.).
 - o The minimum requirements for engineering analysis will depend primarily on the type of Project.
 - o The engineering analysis should, at a minimum, support all benefits claimed.
 - o It is understood that not all Projects will have completed CEQA and other environmental studies, so estimates and engineering analyses do not have to be as comprehensive as a full CEQA or other environmental study (unless those studies have already been completed and are available to support the Project).
 9. An assessment of potential CEQA-related and permitting challenges and associated time requirements and costs.
 10. For non-municipal Project applicant/developers (meaning entities that are not cities/municipalities, the LA County Flood Control District, or other government agencies) an initial letter of support from the Municipality in which the Project is proposed that includes concurrence with the plan for operations and maintenance and the responsible party that has agreed to perform the operation and maintenance.
 11. A plan for outreach/engagement to solicit, address, and incorporate stakeholder input on the Project, which should also address issues related to displacement and gentrification.
 12. As applicable, the Feasibility Study must include an acknowledgment that the Project will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.
 13. A plan to incorporate vector minimization into the Project design, operations, and maintenance. The California Department of Public Health's Checklist for Minimizing Vector Production in Stormwater Management Structures can serve as a basic guideline in developing the vector minimization plan. Projects creating vector-related public nuisances may be subject to abatement proceedings as specified in California Health and Safety Code sections 2060 et seq. It is recommended that Infrastructure Program Project Applicants have their vector minimization plans reviewed by the local vector control district or agency.
 14. A description of how Nature-Based Solutions are utilized to the maximum extent feasible. If Nature-Based Solutions are not used, include a description of what options for Nature-Based Solutions were considered and why they were not feasible.
 15. A summary of any legal requirements or obligations that may arise as a result of constructing the Project, and how those requirements will be satisfied.
 16. For Projects involving LA County Flood Control District (LACFCD) infrastructure, facilities, or right-of-way, provide confirmation of conceptual approval from LACFCD.
 17. Acknowledgment of eligible expenditures being only those incurred on or after November 6, 2018.
 18. A summary of the other sources of funding that are being leveraged for Project costs (if applicable). If no other sources of funding are being utilized, provide a summary of what other sources of funding were explored and/or why funding could not be secured through these other sources.
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19. If the Project is located within a Disadvantaged Community (DAC), a summary of how the Project will benefit that DAC and a discussion of measures on displacement avoidance.

The Feasibility Study should provide enough information about a proposed Project to allow the Watershed Area Steering Committee members to make an informed decision as to which Projects should move forward for consideration for funding. The Feasibility Study should provide enough information or estimates to allow each Project to be scored through the 110-point Infrastructure Program Project Scoring Criteria (Exhibit A).

3.0 Estimating Score-Based Benefits

To the extent possible, Feasibility Studies should provide estimates of the benefits provided by each Project. These include Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits as well as a characterization of any Nature-Based Solutions employed by the Project, and how a Project may be leveraging funds and engaging the public.

Additional information for characterization of benefits are provided in the following subsections.

3.1 Water Quality Benefits

The scoring criteria for Water Quality Benefits is broken into two separate tracks, wet weather Projects and dry weather Projects. Only one track may be used for the purposes of scoring. Any Project may utilize the wet weather scoring section; however, only Projects designed for 0.25-inch rain events or below may utilize the dry weather scoring section. For Water Quality Benefit scoring, the management of stormwater includes activities that capture, infiltrate, divert, or treat and release stormwater or urban runoff.

At a minimum, a Feasibility Study must include the following:

Wet Weather (all Projects, 0-inch storms and above)

- An estimate of the design 24-hour BMP capacity volume, including a breakdown of the capacity volume calculation such as Project storage capacity, estimated infiltration rate (if applicable), footprint area, etc (i.e., typically the 85th percentile, 24-hour capacity).
- An estimate of the capital cost of the Project.
- A description of the diversion structure for the Project (if applicable), diversion rate(s) and conditions when diversion would and would not occur.
- An assessment of any available/anticipated monitoring data collected for the Project.
- An assessment of anticipated event-based Project performance (e.g., during the Project's 24-hour design condition) including a breakdown of the following:
 - Estimated peak inflow rate and total inflow volume.
 - Estimated portion of the peak inflow that would be retained by the Project through infiltration, capture, diversion, use, or other means.
 - Estimated outflow from the Project and bypassed flow with a breakdown of the portion released from each outlet (where multiple outlets are proposed) and portion of the outflow through each outlet that would be treated, untreated and the mechanism of treatment.
 - Estimated primary and secondary pollutant concentrations in the inflow to the Project.

- Estimated primary and secondary pollutant concentrations in the outflow from each outlet of the Project (where multiple outlets are proposed).
 - Flow and pollutant balance based on the estimates above including calculations of the pre- and post-Project flows, pollutant loads and concentrations and resulting reductions of each.
 - If the Project includes a diversion structure, the estimated portion of the flow volume at the diversion structure that would bypass the diversion/not be captured.
 - Citations or description of methods to generate the estimates above.
- An assessment of the long-term pollutant reduction from the Project for the applicable primary and secondary pollutants. The assessment should be based on modeling similar to the Watershed Management Modeling System (WMMS) used to develop the MS4 Permit's enhanced watershed management and watershed management programs ("E/WMPs"). The assessment should include a calculation of the pollutant reduction expected to result from the Project over the most recently available 10-year model output period by comparing influent and effluent flows, concentrations and loads. The assessment should incorporate the latest applicable performance data regarding the efficiency of the BMP type utilized in the Project. Modeling results can be based on the best-case reduction among the pollutants in each class and should be expressed as a percentage and be consistent with the applicable TMDLs and E/WMPs for the pollutants in the Project's watershed. The assessment should also include justification of the selected modeling metric. The following table shows the potential modeling metrics for analysis of long-term pollutant reduction benefit.

		Pick Any One Primary Pollutant Class and Any One Secondary Pollutant Class		
Pollutant Class	Pollutant Name	Method 1 (% Concentration Reduction)	Method 2 (% Load Reduction)	Method 3 (% Exceedance Day Reduction)
Primary or Secondary	Bacteria	✓	✓	✓
	Metals	✓	✓	
	Toxics		✓	
	Nutrients	✓	✓	
	Chloride	✓	✓	
Secondary	Trash		✓	✓
	Bacteria	✓	✓	✓
	Metals	✓	✓	
	Toxics		✓	
	Nutrients	✓	✓	
	Chloride	✓	✓	

Notes:

- The Secondary Pollutant Class includes all primary pollutants with the addition of trash (NOTE: the primary pollutant class cannot be the same as the secondary pollutant class).
- Primary and secondary pollutants are pollutants subject to TMDLs for the nearby downstream receiving waters of the project.
- Secondary pollutants may also include 303(d)-listed pollutants and pollutants that have been subject to exceedances during recent monitoring programs.
- Trash is not considered a valid primary pollutant. For estimate of trash reduction, the analysis can demonstrate equivalence with the Full Capture System definition for 100% reduction.

Dry Weather (Only Projects designed for 0.25-inch storms and below)

- An analysis (with or without modeling) showing that the Project is designed to capture, infiltrate, divert, or treat and release 100% (unless infeasible or prohibited for habitat, etc) of all tributary dry weather flows at the site location.
- A description of the method used to estimate dry weather flows at the site location.

3.2 Water Supply Benefits

At a minimum, a Feasibility Study must include the following:

- An estimate of (1) the annual average amount of stormwater or urban runoff captured by the Project for reuse onsite and (2) the annual average amount of stormwater or urban runoff captured by the Project to augment water supplies, whether infiltrated or diverted (such as to a spreading facility or to a sanitary sewer for recycled water).
 - The estimate should be based on modeling or other similar approach, with justification.
 - The Feasibility Study should specify whether the Water Supply Benefit claimed will result from offsetting potable demand, increasing water supply, or both (and how). Since not all reuse offsets demand (e.g., if the Project creates new demand), the Feasibility Study should provide an analysis of supply and demand impacts when claiming an offset of potable demand.
 - Stormwater that is treated and released to a storm drain or receiving water should not be considered as reuse.
 - Stormwater that is treated and released to a storm drain or receiving water should not be considered as augmenting the local water supply unless the Project is tributary to a groundwater recharge facility, and/or unless the Project would facilitate the continued recharge of water that would otherwise be prohibited for use in the water supply (eg. the infiltration of mixed or treated reclaimed or recycled water).
 - Where a Project's Water Supply Benefits include an increase in water supply through soil infiltration, the Feasibility Study should include an engineering analysis demonstrating that the infiltrated water is reaching a managed, usable groundwater aquifer and confirmation that the agency managing the groundwater basin concurs.
 - For Projects that treat and use stormwater to directly offset potable water use through irrigation or similar means, projections of the irrigation demand and use should be included.
 - The estimate of annual average capture should account for the inflow to the Project from the Project capture area, the storage of the Project, and the overflow/bypass during storm events (when capacity is exceeded).
 - The annual average estimate should clearly document the basis for the annual average precipitation/hydrology (e.g., whether a specific year was used as a representative average year with justification, or whether the long-term average was calculated across many years). A minimum of 20-years should be used for the annual average calculations.

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- The Feasibility Study must demonstrate that the diverted water would not otherwise be diverted/captured downstream of the Project site¹.
 - The Feasibility study must identify whether and how the 85th percentile storm is being captured/diverted. If the Project will not capture the 85th percentile storm, the Feasibility Study must explain why.
- The nexus between water supply and the Stormwater and/or Urban Runoff that is captured/infiltrated/diverted by the Project should be clearly documented and justified.
 - Total life-cycle cost of the Project based on annualized value. (See section 2.0 Requirements)

3.3 Community Investment Benefits

A Feasibility Study must include the following, as applicable:

- An explanation, with supporting analysis and information, of how the Project will improve flood management, flood conveyance, or flood risk mitigation.
- An explanation, with supporting analysis and information, of how the Project will create, enhance, or restore park space, habitat, or wetland space.
- An explanation, with supporting analysis and information, of how the Project will improve public access to waterways.
- An explanation, with supporting analysis and information, of how the Project will enhance or create new recreational opportunities.
- An explanation, with supporting analysis and information, of how the Project will create or enhance green spaces at schools.
- An explanation, with supporting analysis and information, of how the Project will improve public health by reducing local heat island effect and increasing shade.
- An explanation, with supporting analysis and information, of how the Project will improve public health by increasing the number of trees and/or other vegetation at the site location that will increase carbon reduction/sequestration and improve air quality.

3.4 Nature-Based Solutions

A Feasibility Study must include the following, as applicable:

- An explanation, with supporting analysis and information, of how the Project will implement or mimic natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances or restores habitat, green space or usable open space.
- An explanation, with supporting analysis and information, of how the Project will utilize natural materials such as soils and vegetation with a preference for native vegetation.

¹ In the first year (SIPs for FY20-21), Projects that capture water that is already captured downstream can still be submitted and scored to receive water supply points as applicable. Public Works will continue to evaluate value added in capturing onsite and/or allowing downstream capacity to remain.

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- An engineering estimate for how much impermeable area is removed after the construction of the Project. Compares the impermeable area of the site to before construction to after the Project is completed.
 - If Nature-Based Solutions are not utilized, an explanation, with supporting analysis and information, of why it is not feasible to do so.

3.5 Leveraging Funds and Community Support

A Feasibility Study must include the following, as applicable:

- A discussion of how other funding sources are being leveraged to finance the Project, including documentation of such other funding sources (e.g., existing agreements, MOUs, grant awards). Other funding sources could include funds from the SCW Municipal Program.
- A discussion of whether the Project has community-based support and/or has been developed as part of a partnership with local non-governmental organizations or community-based organizations.

4.0 Feasibility Study and SCW Regional Projects Module

Exhibit B is an online web-based SCW Regional Projects Module and is available at <https://portal.safecleanwaterla.org/projects-module/login>. This interactive tool guides the user through the process of inputting all necessary Project data (for a Feasibility Study or otherwise) as well as data required for scoring by the Scoring Committee. It effectively represents a template for Feasibility Studies and incorporates all required information called out in these Guidelines. A complete submission will be equivalent to a Feasibility Study upon confirmation from the WASCs. Each user will have the ability to estimate their score and/or modify the Project inputs before submitting a Feasibility Study or Project for consideration by a WASC.

The Scoring Committee will use the same tool to evaluate Projects and generate an official score for WASC consideration. All Feasibility Studies and Projects that are submitted by a WASC to the Scoring Committee will be preserved in the SCW Regional Projects Module.

5.0 Functional Equivalence

Information about a proposed Project that was not developed in connection with a Feasibility Study, but that nonetheless meets the requirements of these Guidelines, shall be considered "functionally equivalent Feasibility Study level information". Where functionally equivalent Feasibility Study-level information exists regarding a proposed Project that addresses all the requirements in these Guidelines, the Infrastructure Program Project Applicant may utilize this information in lieu of preparing a Feasibility Study for the proposed Project. However, where functionally equivalent Feasibility Study-level information exists for only some of requirements of these Guidelines, the Infrastructure Program Project Applicant will need to supplement that existing information with a Feasibility Study that all includes all remaining required information detailed in these Guidelines.

Infrastructure Program Project Applicants electing to use functional equivalent Project-Feasibility Study level information must still enter that information into the SCW Regional Projects Module for scoring purposes using the Infrastructure Program Project Scoring Criteria.

Exhibit A – Infrastructure Program Project Scoring Criteria

All Regional Program Projects must meet the Threshold Score of **60 points or more** using the following Project Scoring Criteria to be eligible for consideration.

Section	Score Range	Scoring Standards			
A.1 Wet + Dry Weather Water Quality Benefits	50 points max	The Project provides water quality benefits			
	20 points max	<p>A.1.1: For Wet Weather BMPs Only: Water Quality Cost Effectiveness (Cost Effectiveness) = (24-hour BMP Capacity)¹ / (Capital Cost in \$Millions)</p> <ul style="list-style-type: none"> • <0.4 (acre feet capacity / \$-Million) = 0 points • 0.4-0.6 (acre feet capacity / \$-Million) = 7 points • 0.6-0.8 (acre feet capacity / \$-Million) = 11 points • 0.8-1.0 (acre feet capacity / \$-Million) = 14 points • >1.0 (acre feet capacity / \$-Million) = 20 points <p>¹. Management of the 24-hour event is considered the maximum capacity of a Project for a 24-hour period. For water quality focused Projects, this would typically be the 85th percentile design storm capacity. Units are in acre-feet (AF).</p>			
	30 points max	<p>A.1.2: For Wet Weather BMPs Only: Water Quality Benefit - Quantify the pollutant reduction (i.e. concentration, load, exceedance day, etc.) for a class of pollutants using a similar analysis as the E/WMP which uses the Districts Watershed Management Modeling System (WMMS). The analysis should be an average percent reduction comparing influent and effluent for the class of pollutant over a ten-year period showing the impact of the Project. Modeling should include the latest performance data to reflect the efficiency of the BMP type.</p> <table border="0"> <tr> <td style="text-align: center;"><u>Primary Class of Pollutants</u></td> <td style="text-align: center;"><u>Second or More Classes of Pollutant</u></td> </tr> <tr> <td> <ul style="list-style-type: none"> • >50% = 15 points • >80%= 20 points <p style="text-align: center;">(20 Points Max)</p> </td> <td> <ul style="list-style-type: none"> • >50% = 5 points • >80%= 10 points <p style="text-align: center;">(10 Points Max)</p> </td> </tr> </table>	<u>Primary Class of Pollutants</u>	<u>Second or More Classes of Pollutant</u>	<ul style="list-style-type: none"> • >50% = 15 points • >80%= 20 points <p style="text-align: center;">(20 Points Max)</p>
<u>Primary Class of Pollutants</u>	<u>Second or More Classes of Pollutant</u>				
<ul style="list-style-type: none"> • >50% = 15 points • >80%= 20 points <p style="text-align: center;">(20 Points Max)</p>	<ul style="list-style-type: none"> • >50% = 5 points • >80%= 10 points <p style="text-align: center;">(10 Points Max)</p>				
- OR -					
A.2 Dry Weather Only Water Quality Benefits	20 points	A.2.1: For dry weather BMPs only, Projects must be designed to capture, infiltrate, treat and release, or divert 100% (unless infeasible or prohibited for habitat, etc) of all tributary dry weather flows.			
	20 points max	<p>A.2.2: For Dry Weather BMPs Only. Tributary Size of the Dry Weather BMP</p> <ul style="list-style-type: none"> • <200 Acres = 10 points • >200 Acres = 20 points 			
B. Significant Water Supply Benefits	25 points max	The Project provides water re-use and/or water supply enhancement benefits			
	13 points max	<p>B1. Water Supply Cost Effectiveness. The Total Life-Cycle Cost² per unit of acre foot of Stormwater and/or Urban Runoff volume captured for water supply is:</p> <ul style="list-style-type: none"> • >\$2500/ac-ft = 0 points • \$2,000–2,500/ac-ft = 3 points • \$1500–2,000/ac-ft = 6 points • \$1000–1500/ac-ft = 10 points • <\$1000/ac-ft = 13 points <p>². Total Life-Cycle Cost: The annualized value of all Capital, planning, design, land acquisition, construction, and total life O&M costs for the Project for the entire life span of the Project (e.g. 50-year design life span should account for 50-years of O&M). The annualized cost is used over the present value to provide a preference to Projects with longer life spans.</p>			
	12 points max	<p>B2. Water Supply Benefit Magnitude. The yearly additional water supply volume resulting from the Project is:</p> <ul style="list-style-type: none"> • <25 ac-ft/year = 0 points • 25 - 100 ac-ft/year = 2 points • 100 - 200 ac-ft/year = 5 points • 200 - 300 ac-ft/year = 9 points • >300 ac-ft/year = 12 points 			

Section	Score Range	Scoring Standards
C. Community Investments Benefits	10 points max	The Project provides Community Investment Benefits
	10 points	<p>C1. Project includes:</p> <ul style="list-style-type: none"> • One of the Community Investment Benefits identified below = 2 points • Three distinct Community Investment Benefits identified below = 5 points • Six distinct Community Investment Benefits identified below = 10 points <p>Community Investment Benefits include:</p> <ul style="list-style-type: none"> • Improved flood management, flood conveyance, or flood risk mitigation • Creation, enhancement, or restoration of parks, habitat, or wetlands • Improved public access to waterways • Enhanced or new recreational opportunities • Greening of schools • Reducing local heat island effect and increasing shade • Increasing the number of trees increase and/or other vegetation at the site location that will increase carbon reduction/sequestration and improve air quality.
D. Nature-Based Solutions	15 points max	The Project implements Nature-Based Solutions
	15 points	<p>D1. Project:</p> <ul style="list-style-type: none"> • Implements natural processes or mimics natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space = 5 points • Utilizes natural materials such as soils and vegetation with a preference for native vegetation = 5 points • Removes Impermeable Area from Project (1 point per 20% paved area removed) = 5 points
E. Leveraging Funds and Community Support	10 points max	The Project achieves one or more of the following:
	6 points max	<p>E1. Cost-Share. Additional Funding has been awarded for the Project.</p> <ul style="list-style-type: none"> • >25% Funding Matched = 3 points • >50% Funding Matched = 6 points
	4 points	E2. The Project demonstrates strong local, community-based support and/or has been developed as part of a partnership with local NGOs/CBOs.
Total	Total Points All Sections 110	

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor
Personnel)

I, _____, on behalf of
_____, (the "Contractor"), certify that on County
Contract _____ [ENTER CONTRACT NUMBER
AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required
by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as
required by the Ordinance. The Contractor or its employer of record, has granted a
valid medical or religious exemption to the below identified Contractor Personnel.
Contractor will certify weekly that the following unvaccinated Contractor Personnel have
tested negative within 72 hours of starting their work week under the County Contract,
unless the contracting County department requires otherwise. The Contractor
Personnel who have been granted a valid medical or religious exemption are [LIST ALL
CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements
above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:
My County (WebVen) Vendor Number:

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged, disabled veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Attach additional pages, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	Expiration Date

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

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

Authorized Signature:	Title:	Date:
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Subconsultant Certification Form

FORM 1A

1. Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprises: If any of your subconsultants/subcontractors is currently certified as these certifications by a public agency, complete the following and attach a copy of the proof of certification. Also include County of Los Angeles Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise certified subconsultants/subcontractors. All Subcontractors/Subconsultants listed in the bid/proposal shall be listed below. (Make a copy of this form, if necessary).

	Subconsultant Name	Local Small Business Enterprise	Small Business Enterprise	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

2. Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date
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AVOIDANCE OF CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name (please print)

Proposer's Official Title (please print)

Proposer's Signature

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Official Title (please print)

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____

Date: _____

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

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

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

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Email: _____

FORM 6

3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description _____	Contract Number _____	Contract Type/Description _____	Contract Number _____
Type of Work _____	_____	Type of Work _____	_____
Department _____	Contract Amount _____	Department _____	Contract Amount _____
Address _____	\$ _____	Address _____	\$ _____
County Contact Name/Phone _____ / _____	Date of Contract _____	County Contact Name/Phone _____ / _____	Date of Contract _____
Email Address _____	_____	Email Address _____	_____
IF CONSTRUCTION	_____	IF CONSTRUCTION	_____
Architect Name/Phone _____ / _____	_____	Architect Name/Phone _____ / _____	_____
Type of Facility _____	_____	Type of Facility _____	_____

Contract Type/Description _____	Contract Number _____	Contract Type/Description _____	Contract Number _____
Type of Work _____	_____	Type of Work _____	_____
Department _____	Contract Amount _____	Department _____	Contract Amount _____
Address _____	\$ _____	Address _____	\$ _____
County Contact Name/Phone _____ / _____	Date of Contract _____	County Contact Name/Phone _____ / _____	Date of Contract _____
Email Address _____	_____	Email Address _____	_____
IF CONSTRUCTION	_____	IF CONSTRUCTION	_____
Architect Name/Phone _____ / _____	_____	Architect Name/Phone _____ / _____	_____
Type of Facility _____	_____	Type of Facility _____	_____

Contract Type/Description _____	Contract Number _____	Contract Type/Description _____	Contract Number _____
Type of Work _____	_____	Type of Work _____	_____
Department _____	Contract Amount _____	Department _____	Contract Amount _____
Address _____	\$ _____	Address _____	\$ _____
County Contact Name/Phone _____ / _____	Date of Contract _____	County Contact Name/Phone _____ / _____	Date of Contract _____
Email Address _____	_____	Email Address _____	_____
IF CONSTRUCTION	_____	IF CONSTRUCTION	_____
Architect Name/Phone _____ / _____	_____	Architect Name/Phone _____ / _____	_____
Type of Facility _____	_____	Type of Facility _____	_____

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

“False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

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

Executed this _____ day _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled “False Claim Act Violations Information:” (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the County should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation: _____

(2) Identity of tribunal or court and the case name or number, if any: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed. If a settlement was reached within the two years preceding the date of submittal of this Bid/Proposal, please provide the dollar value of the settled claim(s). The dollar value may be marked as confidential if Bidder/Proposer does not want the settlement information to be public record.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

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

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CRIMINAL CONVICTIONS

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the five (5) years preceding the date this Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
 (print name of owner, officer, manager, or licensee responsible for submission of Proposal)

 (Proposer name as shown on Proposal)

nor _____
 (name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

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

Executed this _____ day of _____ at _____
 (month and year) (city and state)

by _____
 (signature of owner, officer, manager, or licensee responsible for submission of Proposal)

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this contract (Request for Proposals) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either: 1) request an exception from the Program requirements; or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

DEBARMENTS

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the ten (10) years preceding the date this Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the Agency should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Proposal)

(Proposer name as shown on Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

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

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

(2) Project name or contract involved: _____

(3) Debarring agency: _____

(4) Stated reason for debarment: _____

(5) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

LABOR LAW/PAYROLL VIOLATIONS

Bidder/Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

“Labor law/payroll violation” means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Bid/Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors’ State License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled “Labor Law/Payroll Violations Information:” (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the Agency should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Bidder/Proposer has no labor law/payroll violations to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors’ State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

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

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

(1) Date of violation determination: _____

(2) Case number: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Description of the violation (attach disposition letter): _____

(6) Amount of any civil wage and penalty assessment: _____

(7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

1. If your firm is a corporation or a limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

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

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

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

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

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

Proposer's Name:

Address:

e-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

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

2.206.080 Severability.

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

REFERENCE SURVEY

(Non-County of Los Angeles Reference)

PROPOSER:	NAME OF SOLICITATION:
------------------	------------------------------

PLEASE COMPLETE THE FOLLOWING:

Reference Name:		Date:
Contact Name/Title:	Signature:	
Address:	Telephone No.	Email Address:

DESCRIPTION OF SERVICES PROVIDED (INCLUDE EVALUATION PERIOD):

PLEASE NOTE THAT IF YOU DO NOT PROVIDE A RESPONSE FOR A QUESTION, THAT QUESTION WILL BE CONSIDERED AS NO

Please think about your experiences the last time you did business with this firm when answering the following:	Response		Comments (If no, please explain)
	Yes	No	
1. Did the product/service delivered by this firm match your order specifications?			
2. Were you satisfied with the timeliness of the product/service delivery?			
3. Was this firm responsive in managing problems and/or discrepancies?			
4. Were you satisfied with the overall performance of this proposer?			
5. Would you do business with this firm again?			
TOTAL SCORE			(to be completed by the Contract Administrator)

If you have any questions, please contact the Contract Administrator listed below.

Contract Administrator	Email	(626) Telephone
------------------------	-------	-----------------

**NON-COUNTY OF LOS ANGELES PERFORMANCE HISTORY REFERENCE
EVALUATION CHECKLIST – CARD**

Proposer:	Name of Solicitation:
Services Provided:	
Contracting Agency (Reference):	
Agency Contact and Title:	Telephone/Email:
Evaluation Period:	From: To:

CARD CRITERIA	RESPONSE	IS THIS ISSUE AN ACTIVE ISSUE	IF INACTIVE WAS ISSUED RESOLVED IN THE LAST 5 YEARS
1. The firm owes or owed your agency/company for overpayments and/or questioned costs and has not entered into a repayment agreement or agreed to pay you back, or has referred to collection.	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. The firm has not taken the appropriate steps to correct significant documented instances of contract non-compliance in a timely manner.	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. The firm and/or their principal owners are currently debarred by other government entities. <ul style="list-style-type: none"> • Principal owner is any person or entity who or which owns a 10 percent or more interest in the proposer. 	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
4. The firm has experienced financial, administrative, programmatic or legal issues that affect their ability to comply with your contract requirements. Examples of these issues include, but are not limited to the following: <ul style="list-style-type: none"> • Bankruptcy • Loss of licenses • Failure to pay property or payroll taxes • Financial viability concerns • Lack of qualified staff • Amount of disallowed undocumented costs • Lack of required insurance • Poor program services • Assessment of any fines and/or penalties by public entities 	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
5. Your agency/company has imposed contractual remedies against the firm for non-compliance with your contract requirements. Examples of these contract remedies include, but are not limited to the following: <ul style="list-style-type: none"> • Termination for default • Assessing liquidated damages • Adjusting the proposer's funding • Not renewing the contract 	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**PLEASE PROVIDE SUPPORTING DOCUMENTATION FOR ANY CRITERIA MARKED "YES"
"YES" REPONSES WITHOUT SUPPORTING DOCUMENTATION WILL BE DISREGARDED.**

BUSINESS SIZE ENTERPRISE CATEGORY FORM

For consideration in the Request for Proposals for On-Call Consultant Services for Implementation and Other Support for Safe, Clean Water Program, each firm must submit this form to select the firm's qualifying the Business Size Category. The Eligibility Criteria for ownership, operation and number of personnel for each Business Size Category are specified below. The firm's selection of a category shall be based on these criteria as of the date of submission of the response to this Request for Proposals.

If the firm has more than one office location, all personnel from all offices must be included in the "Size Business Enterprise Category" below.

Small-Size Business Enterprise Category
 Eligibility Criteria:
 Must be independently owned and operated;
 Together with its affiliates, must be a business with 25 or fewer personnel.

Medium-Size Business Enterprise Category
 Eligibility Criteria:
 Together with its affiliates, must be a business with 26 to 75 personnel.

Large-Size Business Enterprise Category
 Eligibility Criteria:
 Together with its affiliates, must be a business with over 75 personnel.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		

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

Print Name:	Title:
Signature:	Date:

**ON-CALL CONSULTANT SERVICES
FOR IMPLEMENTATION AND OTHER SUPPORT
FOR SAFE, CLEAN WATER PROGRAM
MINIMUM MANDATORY REQUIREMENTS**

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your proposal, may subject your proposal to disqualification or other actions, at the sole discretion of the County.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.2 – Proposal - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Subconsultant cannot be used to meet any of the minimum requirements listed below.

- The Proposer* (Proposing Firm) shall provide a supervisor/administrator with a minimum of 7 years, preferably 15 years or more, of experience involved with providing similar services to Exhibit A, Scope of Services. Experience working on projects for the Safe Clean Water Program is strongly preferred.

*complete this table – designated supervisor/administrator shall be the same staff designated in RFP, Paragraph 8.2.4.1.

Name of the supervisor/administrator	Years of Experience (Minimum 7 years)	List the page number in the proposal containing the proposer's supervisor or administrator's experience.

- The Proposer's designated supervisor/administrator listed above shall be directly employed by the Proposer, preferably for at least 2 years.

Is the supervisor/administrator directly employed by Proposer?	Check the appropriate boxes:
	<input type="checkbox"/> Yes Employment start date: _____
	<input type="checkbox"/> No (proposer will be disqualified if No is checked off)
Number of years of employed with Proposer	

- The Proposer's designated supervisor/administrator shall have an active and valid

Civil Engineer license authorized to practice in the State of California.

Check the appropriate boxes:

Yes – Provide Supporting Document – attach a copy of the license.

No (proposer will be disqualified if No is checked off)

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name:	
Authorized representative Name:	
Signature:	Date:

FORM 18

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

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

PROPOSER CERTIFICATION

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

Proposer acknowledges and certifies compliance with (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date:

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT
HIRING PRACTICES CERTIFICATION**

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

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

FORM 20

DISALLOWED COST ATTESTATION

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

PROPOSER ATTESTATION

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

Proposer acknowledges and certifies compliance with the above paragraph.

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

Print Name:	Title:
Signature:	Date:

FORM 21
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Please Print Name and Title of Signer

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. Any and all terminated contracts should be accompanied with "Reason for termination". It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

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

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

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

PROPOSER CERTIFICATION

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

Proposer acknowledges and certifies compliance with Integrated Pest Management Program Compliance of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance, when applicable. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date:

**ON-CALL CONSULTANT SERVICES
FOR IMPLEMENTATION AND OTHER SUPPORT
FOR SAFE, CLEAN WATER PROGRAM**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2022.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California,
hereinafter referred to as County,

AND

CONSULTANT, a [State of Incorporation]
Corporation,
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, Exhibit A. Consultant's proposal, Request for Proposals – BRC0000302, and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract (also referred to herein as Agreement) and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred to herein as Contractor.

3. Consideration

This Agreement is one of several agreements that the County has awarded as a result of the RFP. All of the services performed by all of firms awarded agreements resulting from the RFP are collectively referred to herein as the "Program." The total, aggregate, not-to-exceed monetary amount for the Program is \$XXX. As provided for in the RFP, the County may allocate the Program amount across any or all of resultant agreements that are awarded by the County, in any manner that the County determines in the County's sole and absolute discretion.

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay the Consultant up to the total, aggregate amount(s) set forth in any Notices-to-Proceed that County may issue to the Consultant in connection with this Agreement, and subject to the aggregate, not-to-exceed Program amount of \$X,000,000 in the manner set forth immediately below and according to the Schedule of Fees attached to this Agreement as **Attachment 3**. County does not warrant or represent that it will authorize the Consultant to perform any work or services of any monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, Exhibit A. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial contract/program amount may be supplemented by up to xxxxx, per amendment, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original contract amount. The amendment shall be executed in accordance with Paragraph 8, Amendment. Work will be based on Consultant's fee schedule attached to this Agreement as **Attachment X**.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 8. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.

- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- e. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.
- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. (For as-needed contracts) The term of this Agreement shall be for a period of XXX years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for XXX additional one-year terms, not to exceed a total contract period of XXX years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.
- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment or a change order to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.
- d. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County. For Board approved supplemental amount to the Agreement, a change order

may be prepared and signed by Public Works to effectuate the increase in contract amount.

9. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, 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, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

10. Authorization Warranty

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

11. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts,

the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

12. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall 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.
- b. Consultant shall 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 Consultant, its officers, employees, agents, or subconsultants, 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 Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall 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.

13. Compliance with Civil Rights Laws

The Consultant 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 shall, 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. The Consultant shall comply with Consultant's EEO Certification.

14. Compliance with Jury Service Program

This Contract is subject to 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, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. 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 Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain

outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

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

15. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, 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.

Consultant shall 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 Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall 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.

16. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall 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.

Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

17. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall 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.

18. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

19. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

20. CARD Track/Monitoring Database

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

21. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

22. Compliance with Fair Chance Employment Practices:

Consultant shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Consultant'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.

23. Compliance with the County Policy of Equity:

The consultant 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 consultant 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 consultant, its employees and subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the consultant, its employees or its subconsultants 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 consultant to termination of contractual agreements as well as civil liability.

24. Consultant Responsibility and Debarment

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

claim against the County or any other public entity.

- d. 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.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the 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.
- h. 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

i. These terms shall also apply to subcontractors of County Contractors.

25. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall 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 shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

27. County's Quality Assurance Plan

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

28. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

29. Damage to County Facilities, Buildings Grounds

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

30. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

- b. The Contractor shall 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.
- c. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- d. At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not Feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

31. Disallowed Cost

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

32. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

33. Facsimile/Electronic Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

34. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Consultant's employees for which County may be found jointly or solely liable.

35. Force Majeure

- a. Neither party shall 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 subconsultants), 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").

- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subparagraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant 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.

36. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant 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 shall be exclusively in the County of Los Angeles.

37. Gratuities

Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

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

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

Note that Contractor's failure to adhere to this requirement could subject this Contract to Termination for Improper Consideration Paragraph in this Agreement.

38. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall 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 shall 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 Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

39. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement. The insurance requirements set forth in Attachment 2 are the County's basic requirements. The County reserves the right to add additional insurance types and/or adjust the limits on a project-by-project basis.

40. Integrated Pest Management Program Compliance

Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Integrated Pest Management Program Compliance Certification in Required Forms, that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in Integrated Pest Management Program Compliance and at: www.lacountyipm.org

Contractor must ensure and certify that its employees who apply pesticides on County

owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

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

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.). This provision shall apply when applicable to the scope of work being performed.

41. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant'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 Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her

designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant'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 Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is (to be negotiated) Hundred Dollars (\$XX) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant 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 Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall 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 Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

42. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of

actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Liquidated Damages Paragraph, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

43. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

44. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant 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 shall be immediately extended to the County.

45. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- d. The Consultant certifies and agrees that it will deal with its subconsultants, 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.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

46. Non Exclusivity

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

47. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge

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

48. Notice of Disputes

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

49. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

50. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed indicated below and emailed as follows:

COUNTY

CONSULTANT

Department of Public Works
Business Relations and Contracts Division
Contracts Section II, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2593
Contract Administrator Email:

The address for notice may be changed by giving notice pursuant to this Paragraph.

51. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all

Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.
- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and

Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2021 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

52. Prohibition Against Inducement or Persuasion

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

53. Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm [collectively "firm"] or any subsidiary of a firm from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the

County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

54. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. 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 Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

55. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:
 - i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant 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 of Los Angeles, provided that the requirements of this Paragraph shall apply.

56. Record Retention and Inspection/Audit Settlement

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

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant 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 Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant 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 Consultant, then the

difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

57. Recycled Bond Paper

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

58. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.
- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery by e-mail of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section II
Contract Administrator: First Name Last Name
Email Address:
(626) 300-2325

before any Subconsultant employee may perform any work hereunder.

59. 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 rounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

60. 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 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

61. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained

by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.

- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

62. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director or Public Works or his/her designee:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, 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 Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. 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 Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet

the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.

- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

63. Termination for Improper Consideration

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

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

64. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a

Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.

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

65. Termination for Non-Adherence of County Lobbyist Ordinance

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

66. Termination for Non-Appropriation of Funds

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

67. Time Off for Voting

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

68. 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.

69. Validity

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

70. Waiver

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

71. Warranty Against Contingent Fees

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

72. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage

rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

73. Advertising and Other External Communications About the Project

Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

74. COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious

reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed **Exhibit C** (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

75. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

NAME OF CONSULTANT

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Senior Deputy County Counsel

SAMPLE

INDEMNIFICATION AND INSURANCE PROVISIONS

(Will become an Exhibit to the Contract)

I. **INDEMNIFICATION**

A. The Contractor shall 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.

B. To the fullest extent permitted by California Civil Code Section 2782.8, the Consultant shall (1) immediately defend and (2) indemnify the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (Indemnified Party) from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. The Consultant’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.

II. **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. 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.

A. 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

ATTACHMENT 2

policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall 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 shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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 shall 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 shall 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.

C. Cancellation of or Changes in Insurance

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

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall 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.

E. Insurer Financial Ratings

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

F. Contractor's Insurance Shall Be Primary

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

G. 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

ATTACHMENT 2

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

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall 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 shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. 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 shall be designated as an Additional Covered Party under any approved program.

N. 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.

III. INSURANCE COVERAGE

A. 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

B. 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 shall 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.

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

D. 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 shall maintain such coverage for a period of not less than three (3) years following this Contract’s expiration, termination or cancellation.

NOTE TO PROPOSERS: If Proposers are issued an Agreement with the County to be a Consultant for On-Call Consultant Services for Implementation and Other Support for Safe, Clean Water Program, and Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following insurance requirements below. Depending on the scope of services, the amount of software or SAAS solution that is needed, as

well as the type of information that is maintained in the software of SAAS solution, the County reserves the right to increase the limits below.

If the Consultant (Prime Firm) and any of its subconsultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following insurance requirements below before any IT services may be assigned.

E. Information Technology Insurance Requirements:

1. Technology Errors and Omissions

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

2. Privacy/Network Security (Cyber Liability)

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS
(will become Exhibit C to the Agreement)**

NOTE TO PROPOSERS: If Proposers are issued an Agreement with the County to be a Consultant for On-Call Consultant Services for Implementation and Other Support for Safe, Clean Water Program, and Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following requirements below. Depending on the scope of services, the amount of software or SAAS solution that is needed, as well as the type of information that is maintained in the software or SAAS solution, the County reserves the right to revise the requirements accordingly.

1. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Terms not defined where they first appear in the Contract shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

The County's written approval of any tasks, subtasks, Support Services, other Services, Deliverables, the System and milestones (if applicable).

1.2 County Data

All of the County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Contract, during the use and/or provisioning of the System, and any data entered/stored/accessed during use of the System by users of the System. Such users include County's contractors, subcontractors and consultants.

1.3 Deliverable(s)

Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in the Scope of Services, Exhibits, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Scope of Services).

1.4 Documentation

All of Contractor's training course materials, the System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System, including, but not limited to, online help screens contained in the System, existing as of the Effective Date and any revisions, supplements, or updates thereto.

1.5 Error

With respect to the System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the System, a failure that impairs the performance of the System when operated in accordance with the Contract.

1.6 Final Acceptance

The System shall achieve "Final Acceptance" when (a) the Contractor's Project Director provides County a signed Acceptance Certificate; and (b) County's Project Director provides Contractor with written approval, as evidenced by the County Project Director's countersignature on such Acceptance Certificate (A.4). The Acceptance Certificate shall not be issued by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the System to production use have been corrected.

1.7 Hosted Services

Services required from Contractor that includes Contractor supplying the hosted hardware, hosted network and hosted operating software for the System.

1.8 System

The Licensed Software, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the Local and Targeted Worker Hire Monitoring and Business Utilization Tracking System to County as a "software as a service," in accordance with this Contract.

1.9 Licensed Software or System Software

Individually each, and collectively all, of the computer programs provided by Contractor under this Contract (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and Revisions, and any and all programs otherwise provided by

Contractor under this Contract. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the System, as required by Exhibit A (Scope of Services), which includes Hosted Services.

1.11 Optional Work

New Software and/or Professional Services, which may be provided by Contractor to County upon County's request and approval.

1.12 Production Use/Productive Use

The actual use of the System in the production environment to (a) process actual live data in County's day-to-day operations and (b) use of the System.

1.13 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work at the rates provided in Exhibit B.

1.14 Specifications

All specifications, requirements, and standards specified in Exhibit A (Scope of Services), including Attachment A.1 (System Requirements); all performance requirements and standards specified in this Contract, Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing; all specifications for the Licensed Software provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

1.15 Revisions

Changes to the Licensed Software, including but not limited to: (a) a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Error

corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements; or (c) any modifications to the Licensed Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.

1.16 Services

Collectively, all functions, responsibilities, tasks, Deliverables, goods, and other services: (a) identified in Exhibit A (Scope of Services), including Hosting Services, Maintenance Services and Support Services; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. These services include any implementation services, maintenance services, support services, and training.

1.17 Support Services

As defined in Exhibit A (Scope of Services).

1.18 Third Party Product

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the System or used for the performance of the Services and which is expressly identified as Third Party Product in Exhibit E (Third Party Product).

1.19 Work Product

All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the Licensed Software or any modifications thereto made by Contractor.

1.20 Users

All County defined users of the System, which may include County employees, consultants, contractors, and subcontractors.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 Scope of License.

Subject to the terms and conditions of this Contract, Contractor grants to County a fully-paid, worldwide, non-exclusive license to use the System and Documentation for County's business purposes and activities ("License") during the Contract Term, including any Revisions to the System and any new version releases and upgrades to the System. For the purposes of this License Grant, the term "use" as it applies to System means to copy, install, access, execute, operate, distribute, archive and run unlimited copies of the System and by an unlimited number of users for installation, test, development, production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the System available for use to County, and its contractors and consultants. This License shall cover the County, and its contractors and consultants, and there shall be no additional cost for licensing separately applied by Contractor to County's contractors, subcontractors and consultants.

2.1.2 Documentation.

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the System. If the Documentation for the System is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the System as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

2.2 Revisions.

2.2.1 Notice of Revisions.

Contractor may from time to time make material revisions to the Licensed Software. In the event of such Revisions, (a) the Revision of the Licensed Software will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software and/or the System, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the term of the Contract.

2.2.2 Revisions During Term.

During the term of this Contract, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge beyond the fees payable hereunder, regardless of whether Contractor charges other customers for such Revisions. During the term of this Contract, if (a) the Licensed Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision.

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of County Data.

All County Data provided or made accessible to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination,

expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the System. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product.

The Contractor shall not use any Third Party Product in the System, except for those identified in Exhibit E (Third Party Product) without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities.

3. SERVICES.

3.1 Services Generally.

The Contractor will provide and implement the System as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Scope of Services). Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 Training.

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Scope of Services) at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

3.3 Support Services and Maintenance Services.

Contractor shall provide the Support Services and Maintenance Services described in Exhibit A (Scope of Services). The Support Services and Maintenance Services shall commence on the Final Acceptance of the System. There shall be no additional charge to County for on-site Support Services or Maintenance Services to remedy a breach of this agreement, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations.

4. ACCEPTANCE

4.1 Acceptance Criteria

The System, Services, Deliverables, and milestones (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties and this Paragraph (Acceptance) (the "Acceptance Criteria"). Such Acceptance Criteria shall be based, at a minimum, on conformance of the System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the System, Services, Deliverables, and milestones, and the System as a whole, shall be based solely on County's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Contractor notifies County that the System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the System, as a whole, is operating in accordance with the Specifications. Testing may be performed at various stages of the Implementation Services as set forth in Exhibit A (Scope of Services), or otherwise deemed appropriate by County.

For each test, Contractor shall provide County testing scenarios consistent with Contractor's best practices for the applicable System, Service, Deliverable, and/or milestone.

4.3 Production Use

The System shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing the System.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the System to Production Use, County will monitor for Errors and Contractor shall maintain the System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Contract. County and Contractor shall agree upon each such proposed solutions to be used to correct an Error(s) prior to its implementation.

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the System shall be subject to the applicable terms under the Contract as more fully described in Exhibit A (Scope of Services).

4.4.2 Final Acceptance

The System shall achieve "Final Acceptance" when (a) the Contractor's Project Director provides County written confirmation that the System has been successfully delivered; and (b) County's Project Director provides Contractor with written approval. The request for Final Acceptance shall not be used by Contractor until all Errors discovered during the thirty (30) day period following the

successful transitioning of the System to Production Use have been corrected.

4.5 Failed Testing

4.5.1 If the County's Project Director makes a good faith determination at any time that the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as "Designated Test"), the County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, milestones, and/or System as will permit the System, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test.

5. INTENTIONALLY OMMITTED

6. DISABLING DEVICE

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Data or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Revisions thereto

prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

7. NON-INFRINGEMENT

To the best of Contractor's knowledge, the System, Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the System, Services, including Implementation Services, Support Services, and Deliverables will not infringe the intellectual property rights of any third party.

8. PENDING LITIGATION

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the System to perform in accordance with the requirements of this Contract.

9. ASSIGNMENT OF WARRANTIES

To the extent permissible under the applicable third party Agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.

10. OTHER WARRANTIES

During the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Contract. This Contract and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

11. MAINTENANCE SERVICES

During the term of this Contract, Contractor shall provide the Maintenance Services and remedy Errors within the Resolution Time Requirements as described in Exhibit A (Scope of Services), in exchange for County's payment of the applicable fees set forth on Exhibit B (Pricing Schedule) in accordance with

this Contract. There shall be no additional charge to County for on-site support services beyond the applicable Maintenance Services fees set forth in Exhibit B (Pricing Schedule) to remedy a breach of this agreement, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Contract.

12. SYSTEM PERFORMANCE REQUIREMENTS

Contractor represents and warrants that when operated in conformance with the terms of this Contract, the Licensed Software and/or Services (as applicable) shall achieve the System Performance Requirements set forth in Exhibit A (Scope of Services).

13. DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. TERMINATION TRANSITION SERVICES

14.1 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the

format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

- 14.2 Upon the expiration or termination of this Contract, County may require Contractor to provide services at no additional cost to assist County to transition System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Section 14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

[Will be attached as Exhibit to Contract]

NOTE TO PROPOSERS: If Proposers are issued an Agreement with the County to be a Consultant for On-Call Consultant Services for Implementation and Other Support for Safe, Clean Water Program, and Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following requirements of this Exhibit. Depending on the scope of services, the amount of software or SAAS solution that is needed, as well as the type of information that is maintained in the software or SAAS solution, the County reserves the right to revise the requirements accordingly.

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.

- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.

- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use

appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with

access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each

Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract. The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the

County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up

data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeff Aguilar
Acting, Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Paul Lam
Departmental Information Security Officer
900 South Fremont Ave.
Alhambra, CA 91803
(626) 458-5929
pslam@dpw.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials

provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$10 million** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall 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 shall 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.

**ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT
AGREEMENT FORM REQUIRED AT THE TIME OF AGREEMENT
EXECUTION**

[Will be attached as Exhibits to Contract]

EXHIBIT X
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT X
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

Page 1 of 2

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

Contractor Name _____
 Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information.

Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

BRC0000302

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Agreement or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT J-1

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

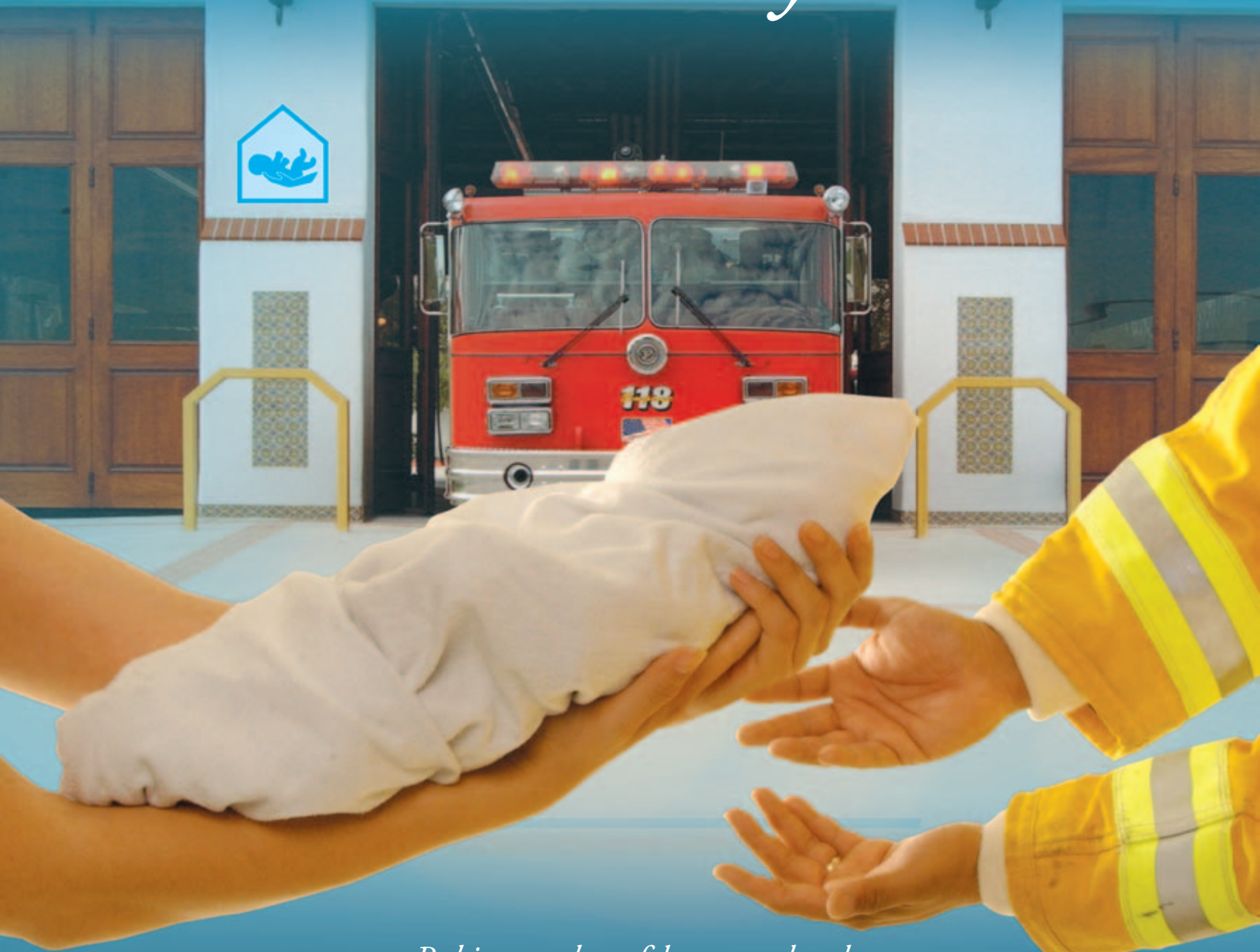
Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

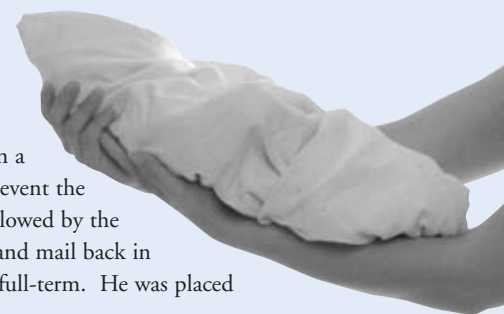
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

