



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE:

BRC-2

March 30, 2022

REQUEST FOR PROPOSALS ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES RFP NUMBER: BRC0000321

Los Angeles County Public Works is requesting proposals from qualified firms to provide On-Call Engineering And Project Management Support Services for various projects throughout the Los Angeles County.

The deadline to submit proposals is Wednesday, April 27, 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, April 13, 2022** at 10:00 a.m., via Microsoft Teams. Subconsultants are not required to attend. Those who wish to attend must click the link below to join.

https://teams.microsoft.com/join/19%3ameeting_ZTRIZGEwMmQtMjkwNy00NzFiLWJmNDUtZDZjMmZmZWJiM2Mx%40thread.v2/0?context=%7b%22Tid%22%3a%2207597248-ea38-451b-8abe-a638eddbac81%22%2c%22Oid%22%3a%2228fb2dc0-6de2-4fb8-baef-058da7346483%22%2c%22IsBroadcastMeeting%22%3atrue%7d&btype=a&role=a

"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

The following two options are available for submitting proposals:

1. Submit electronic proposals through Bid Express. Refer to the attached Infotech/Bid Express set up guide which states for new customers, **you must register for an account and set up a Multi-Browser Digital ID** before the RFP deadline. Please allow enough time for proposals to upload. If the proposer is not registered with Bid Express two weeks before the submission deadline, proceed with the mailing in the electronic proposal as indicated below.
2. Mail-in electronic proposals via Universal Serial Bus (USB) drive or compact disk (CD) to Public Works Headquarters. Mail-in proposals 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: Michael Blackwood
On-Call Engineering And
Project Management Support Services
RFP NUMBER: BRC0000321

Proposers may use FedEx or UPS (or other delivery service) to deliver proposals.
Proposers may submit proposals in-person to the Cashier's Office by the deadline.

Submissions must be received by the specified submittal date and time.

SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

Electronic Submission of Proposal

In lieu of submitting electronic proposals via USB drive, you may submit proposals electronically on www.bidexpress.com. Bid Express is a secure third party online bidding service. Bid Express charges a service fee to use their platform.

Public Works recommends registering with Bid Express as soon as possible for first-time users, due to the lengthy registration process. Refer to the attached Infotech/Bid Express Set-Up Guide, which states for new customers, **you must register for an account and set up a Multi-Browser Digital ID** before the RFP deadline.

The current file limitation for Bid Express is limited to 10 MB per file and up to 50 files can be uploaded for a total document submission of 500 MB. Note that even 9 MB files might need extra time or assistance from Infotech/Bid Express Customer Support. Proposers are required to plan ahead to account for the file size and submission process in order to meet the proposal due date.

If Proposer submits a proposal through Bid Express, proposer should not send hard copies, CDs, or any other materials to the County via mail. As stated above, proposers are required to plan ahead in order to allow sufficient time to account for uploading files along with size limitation in order to meet the proposal submission deadline.

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: dca.lacounty.gov.](http://dca.lacounty.gov)

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Follow us on Twitter:

We encourage you to follow us on Twitter: @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. Michael Blackwood at (626) 300-2362 or by e-mail at mblackwood@dpw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

Brian Soria

for

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

JQ:mb

REQUEST FOR PROPOSALS
FOR
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES
BRC0000321

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUSINESS RELATIONS AND CONTRACTS DIVISION
900 SOUTH FREMONT AVENUE, 8TH FLOOR
ALHAMBRA, CALIFORNIA 91803
TELEPHONE (626) 300-2362
EMAIL: MBLACKWOOD@DPW.LACOUNTY.GOV

**REQUEST FOR PROPOSALS
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES**

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EXHIBIT

- A. Scope of Services

REQUIRED FORMS

- | | |
|----------|----------------------------------------------------------------------------------------|
| Form 1. | Los Angeles County Community Business Enterprise (CBE) Form |
| Form 1A | Subconsultant Certification Form |
| Form 2. | Avoidance of Conflict of Interest Form |
| Form 3. | Proposer's EEO Certification Form |
| Form 4. | Lobbyist Ordinance Affidavit Form |
| Form 5. | Attestation of Willingness to Consider GAIN/GROW Participants |
| Form 6. | History of Contracting with the County of Los Angeles |
| Form 7. | False Claims |
| Form 8. | Civil Litigation History |
| Form 9. | Criminal Conviction |
| Form 10. | Contractor Employee Jury Service Program |
| Form 11. | Debarments |
| Form 12. | Labor Law/Payroll Violations |
| Form 13. | Proposer's Organization Questionnaire/Affidavit |
| Form 14. | Certification of Compliance with the County's Defaulted Property Tax Reduction Program |
| Form 15. | Reference Survey Form |
| Form 16. | Business Size Enterprise Category Form |

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Form 17	Minimum Mandatory Requirements Form
Form 18	Zero Tolerance Human Trafficking Policy Certification
Form 19	Compliance with Fair Chance Employment Hiring Practices Certification
Form 20	Disallowed Cost Attestation
Form 21	Charitable Contributions Certification
Form 22	Prospective Contractor List of Terminated Contracts
Form 23	Integrated Pest Management Program Compliance Certification
Form 24	COVID-19 Vaccination Certification of Compliance

ATTACHMENTS

1. Sample Consultant Services Agreement
2. Indemnification and Insurance Provisions
3. Safely Surrendered Baby Law Flyer
4. Transmittal Form to Request a Solicitation Requirements Review

**REQUEST FOR PROPOSALS
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES**

1. INTRODUCTION AND OVERVIEW

1.1 General

The County of Los Angeles Department of Public Works (Public Works) the Los Angeles County Flood Control District (Flood Control District), and the Los Angeles County Waterworks Districts (Waterworks Districts) which will be referred to in this RFP in its entirety as "County," is inviting proposals from qualified firms to provide on-call engineering and project management support services located throughout County of Los Angeles.

Public Works administers the Flood Control District and constructs, operates, and maintains many flood risk management and water conservation facilities and infrastructure, such as dams, reservoirs, debris basins, spreading grounds, channels, seawater barriers, sediment placement sites, storm drains, yard facilities, access roads, culverts, bridges, and others that will require these services. Many of the Flood Control District's facilities were built more than 50 years ago. Public Works maintains and repairs these facilities and implements facility upgrades to meet current local, State, and Federal safety standards.

Public Works also administers five County Waterworks Districts and the Marina del Rey water system, and operates and maintains infrastructure such as water mains, tanks, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances.

Public Works, designated as the Stormwater Manager for the Unincorporated Areas of the County, also undertakes the planning, design, and implementation of the watershed management program (WMP) enhanced watershed management programs (EWMPs) that were approved by the Regional Board as part of the 2021 NPDES (MS4) Permit.

Public Works' regulatory permits for channel maintenance include Flood Control District channels and drainage ditches for County-maintained roads.

Public Works also maintains, repairs, and improves road and bridge infrastructure, adjacent to or affecting channels and streams within the Flood Control District.

Public Works also administers the Consolidated Sewer Maintenance District of Los Angeles County (CSMD) which operates and maintains wastewater treatment facilities.

Information about Public Works, the Flood Control and Waterworks Districts, their facilities, and examples of water resources projects they undertake may be found on the Public Works website.

The Flood Control District is also a member of Joint Power Authorities, including but not limited to the Water Conservation Authority and the Santa Monica Bay Restoration Authority, which may undertake habitat restoration and multi-use projects.

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 14 on-call contracts will be awarded from this solicitation; 4 small sized category firms, 4 medium sized category firms, and 6 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 an aggregate not-to-exceed program amount of \$60,000,000. 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 \$60,000,000 not-to-exceed program amount; and/or 3) increase the \$60,000,000 not-to-exceed program amount by up to twenty-five percent (25%). Following contract award, the County reserves the right to supplement the initial not-to-exceed program 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 \$60,000,000. 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 engineering and project management support services 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:

- a. Proposer's designated supervisor/administrator, who will be responsible for the delivery of services, shall have a minimum of 7 years of experience involved with providing similar services listed in Exhibit A.
- b. Proposer's designated supervisor/administrator shall be directly employed by the Proposer.

- c. Proposer's designated supervisor/administrator shall have an active and valid Civil Engineer license authorized to practice in the State of California.

Noncompliance with the above requirements will be cause for rejection of the proposal.

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 6 firms in the small size category, up to 6 firms in the medium size category, and up to 8 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.

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:

<https://isi-projects-documents.s3.amazonaws.com/prod/files/static/31/k9ohYfnYjZkVvLTZ/Envision%20Guidance%20Manual%20%28v3%29.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.

3. SCHEDULE FOR SERVICES

After successful negotiations, award of contract, and contract execution, a Notice to Proceed will be issued for on-call engineering and project management support services 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 (or certain milestone completion date, if needed- list milestones) 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 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. Michael Blackwood
County of Los Angeles Department of Public Works
Business Relations and Contracts Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
mblackwood@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

The proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the proposer in Required Form - Proposer's Organization Questionnaire/Affidavit (Form 13). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify the County and update any changes to its response in Form 13 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

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.

6.53 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) proposal electronically through Bid Express **or** mail in 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 to the Cashier's Office by the deadline.**

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: Michael Blackwood

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More information is provided in the RFP's cover letter on electronic submission of the proposal through www.bidexpress.com, a secure online bidding service website. Refer to the Infotech/Bidexpress.com Set-Up Guide, which states that for new customers, **you must register for an account and set up a Multi-Browser Digital ID** before the RFP deadline.

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 copy format.

8.1.1 Mandatory Contents

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. 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. The listed supervisor/administrator shall be the same staff listed on Form 17.

- 8.2.4.2 The Proposer's supervisor/administrator shall have a minimum of 7 years , preferably 15 years or more, of experience involved with providing similar services listed in the Exhibit A. Provide documentation and detailed narrative/examples of how the Proposer's supervisor/administrator meets or exceeds this requirement.
- 8.2.4.3 The Proposer's supervisor/administrator is directly employed by the Proposer, preferably for at least 3 years. Include information on the duration of the employment supervisor/administrator has with the Proposer and a list of projects supervisor/administrator has worked on during the employment with the Proposer.
- 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.
- 8.2.4.5 The Proposer's 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. Provide a list of successful negotiations and describe the outcome of those negotiations.
- 8.2.4.6 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.

- 8.2.4.7 A list of projects which indicates Proposer and/or Proposer's subconsultants' related experience in accordance with the established Scope of Services in providing project management support services. Include a list of references and respective phone numbers.
- 8.2.4.8 A list of projects which indicates Proposer and/or Proposer's subconsultants' related experience in planning, design, and technical oversight with drilling and construction of water wells. Briefly describe each project listed including location of the project and number of wells drilled.
- 8.2.4.9 A list of projects which indicates Proposer and/or Proposer's subconsultants' related experience with design and technical support of telemetry systems. Briefly describe each project listed.
- 8.2.4.10 A list of projects which indicates Proposer and/or Proposer's subconsultants' related experience with water related master planning. Briefly describe each project listed.
- 8.2.4.11 A list of up to three projects in which "Envision" was incorporated into each project. Describe how "Envision" was utilized for each project. "Envision" is described in Scope of Services.

8.2.5 Section 5

Standard Services shall include the Proposer's approach to providing the services described in Section 2, Scope of Services, of this RFP.

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Work Plan will outline how the Proposer intends to provide and manage the resources necessary to accomplish the Scope of Services.

8.2.5.1 Provide a Work Plan for all services as outlined in Section 2 to discuss the proposer's approach in providing the Scope of Services. The typical Work Plan shall indicate activities in support of services requested in the established Scope of Services, including quality control reviews and participation of subconsultants. The work plan shall also include a staffing and resources management plan for Consultant and each subconsultant. The staffing plan shall include staff resumes with pertinent qualifications and past experience to provide support for this RFP. The resource management plan shall establish a framework for the consultant to self-verify availability of resources (correct staff, and additional resources) when a task order proposal is requested.

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 Minimum Mandatory Requirements Form
- 8.2.7.17 A completed Business Size Enterprise Category 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.
- 8.2.7.25 COVID-19 Vaccination Certification of Compliance

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 three 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 (6 Points) –

8.2.10.1.1 Each form will be reviewed and scored for all seven questions. The total points for each form will be divided by 35 (the maximum score for all seven questions), then multiplied by 2 to compute the total maximum score for each reference form. Proposer may receive up to 2 points for each form, for a maximum award of 6 points.

8.2.10.1.2 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 General Quality and Responsiveness of the Overall Proposal (6 Points)
- 9.2.2 Qualifications and Experience (63 Points)
- 9.2.3 Standard Services and Work Plan (25 Points)
- 9.2.4 Performance History References Scoring (6 points)

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 of the high ranked(interview with up to six firms in the small size category, up to five firms in the medium size category, and up to eight firms in the large size category). Proposers or as appropriate and in the best interest of the County. Should interviews be conducted, Proposers will be evaluated using a 50 point total cumulative score rating according to the following criteria:

SUMMARY OF SCORING

9.4.1 Presentation (10 Points)

9.4.2 Responsiveness to Direct Questions (40 Points)

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]**.

EXHIBIT A
SCOPE OF SERVICES
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES

The County of Los Angeles Department of Public Works (Public Works) the Los Angeles County Flood Control District (Flood Control District), and the Los Angeles County Waterworks Districts (Waterworks Districts) which will be referred to in this RFP in its entirety as "County," is inviting proposals from qualified firms to provide on-call engineering and project management support services located throughout County of Los Angeles.

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

SCOPE OF SERVICES

1.1 General

The Consultant shall provide services in the following areas:

Water Resources

The Consultant shall have experience in the planning, design, and construction 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, and construction 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 not limited to, sanitary engineering; 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).

Waterworks and Related Engineering

The Consultant shall have experience in the planning, design and construction, in compliance with the Public Works' Waterworks Districts' standards, of waterworks projects which include, but are not limited to, drinking wells; water mains; water storage facilities; and pump stations. Consultant shall also have sound knowledge of potable and recycled water distribution systems; water storage systems; aquifer storage and recovery; integration of available water resources; water pump stations and security systems; project-specific regulatory permitting; drilling and construction of drinking water wells; well head pumps and related well-equipping tasks; disinfection stations; master planning and hydraulic modeling of Regional Water System; traffic control design; water quality treatment and monitoring services; water transfers and wheeling agreements; asset management planning and program development; and water conservation planning, demand management, and urban water management planning.

Telemetry Systems

The Consultant shall have experience in design and technical support of telemetry systems including, but not limited to, spreading grounds and seawater barriers that are compatible with existing LACFCD's systems. The Consultant will prepare 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 facilities in real-time, and transmit data to Public Works facilities. 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.

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.

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

The scope of services requested on this Contract is listed below. Consultant shall provide all labor and personnel certifications/licenses, materials, equipment, storage, and disposal necessary to complete the Tasks a through j 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 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 project shall remain committed to the 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 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, and estimates 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 3 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.

1.3 Tasks

The Scope of Services includes Tasks a through j below:

a. Water Related Studies

Included in this task are studies for which the County will provide the specific scope related to a 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, FEMA flood hazard studies and floodplain mapping studies, dam/levee break 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, and financial analysis of a water utility business.

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

1. Development of comprehensive stormwater and water resources planning documents such as, but not limited to, the Watershed Management Program/Enhanced Watershed Management Program, Coordinated Integrated Monitoring Program, and Watershed Revitalization Plan, including addressing related California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements.
2. Development of an Integrated Regional Water Management (IRWM) Plan and projects as outlined below and other related

documents, including updates and amendments to the plans and their CEQA process.

- IRWM Plan:
 - Data gathering and analysis of correlation between local land use planning, regional water issues, and water management objectives.
 - Data gathering and determination of regional water supply demand.
 - Identify Resource Management Strategies (RMS) that will meet IRWM objectives and be consistent with the California Water Plan 2013 and 2018.
 - Conduct vulnerability assessments for the purpose of identifying and implementing adaptation strategies to address region-specific climate change impacts including mitigation of GHG emissions.
- IRWM Projects:
 - Development and implementation of integrated water management projects and programs on a regional basis.
 - Coordination of local agencies, and IRWM regions to identify opportunities for cooperative projects.
 - Provide technical assistance, on behalf of a Regional Water Management Group, to disadvantaged communities. The assistance includes but is not limited to, identifying water-related problems; working with the communities to develop projects and programs to resolve the problems; identifying potential partners to finance and carry out the projects; and assisting the communities in legislative analysis and advocacy.
 - Project review scoring process including environmental justice consideration, project costs and financing, and economic feasibility.

c. Project Concepts

Included in this task are all items needed to successfully deliver Project Concepts. The types of Project Concepts the Consultant will need to prepare include, but are not limited to, Capital improvements to water distribution systems specified in the Waterworks and Related Engineering section above and capital improvements to flood control system such as debris basins, storm drains, open channels, spreading grounds, etc. The items to successfully deliver these Project Concepts include, but are not limited to, the following:

1. Perform hydrology studies and hydraulic analyses using a variety of methods including, but not limited to, Public Works' Modified

Rational Method and Watershed Management Modeling System (WMMS); and the U.S. Army Corps of Engineers' HEC-RAS and HEC-HMS methods.

2. Acquire and compile existing data and records related to the Project Concept, 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.
3. Prepare all documentation in the format requested by the County and to the County, State, and Federal standards.
4. Prepare preliminary cost estimates for the Project Concept including any alternatives studied. Unless otherwise specified in the project-specific scope of work, the cost estimates shall include but not be limited to costs associated with construction, operation, maintenance, and applicable monitoring.
5. Prepare reports and other deliverables as detailed in the project-specific scope of work.
6. Conduct and/or assist in community, stakeholder, interagency, and all other meetings as required to complete the project-specific scope of work. This may include, but not be limited to, the development of PowerPoint presentations, visual displays, and meeting summaries.
7. Conduct meetings with the County's Project Manager and County staff to facilitate completion of the Project Concept. Prepare documentation of the outcomes of the meetings, including technical memoranda, meeting summaries, and lists of action items.
8. Conduct preliminary environmental planning assessments to identify CEQA and NEPA compliance 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). Consultant will coordinate with both County staff and County as-needed consultants during the Design Engineering Services Phase to ensure the proper environmental documentation is achieved.

9. Perform EnvisionTM rating assessments using the Institute for Sustainable Infrastructure's online Envision rating tool and following the Envision guidance manual, a copy of which is available at the following location:

<https://isi-projects-documents.s3.amazonaws.com/prod/files/static/31/k9ohYfnYjZkVklTZ/Envision%20Guidance%20Manual%20%28v3%29.pdf>

Provide recommendations for improving a project's Envision rating. The Consultant staff preparing the ratings shall possess valid Envision Sustainability Professional (ENV SP) credentials issued by the Institute for Sustainable Infrastructure (ISI).

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

1. Design for non-waterworks projects. Included in this task are items needed for detailed design of Project Concepts developed in-house by the County, the Consultant, or other consultants. It is expected the Consultants' 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, 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 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. 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' Construction Division.
 - vi. Geotechnical reports – Obtain all required soils reports, geological reports, etc., for the project.
 - vii. Permits - Obtain all required non-environmental permits for the project. These may include, but not be limited to, Caltrans encroachment permits, building permits, and utility permits.
2. Design for waterworks projects. Included in this task are items needed for detailed design of new or capital improvements to water systems, such as water mains, pump stations, surge analysis and protection, water pressure reducing stations, water storage tanks, groundwater wells, and water disinfection stations.
- i. Perform concept feasibility studies of project alternatives.
 - ii. Review and verify to make sure that as-built records are accurate, conduct a field review with Districts' staff, and determine the need for field-locating of existing piping and utilities.
 - iii. Prepare schedules, plans and technical specifications per agency standards.
 - iv. Perform and prepare topographic and/or aerial surveys and geotechnical and geological investigations and reports.
 - v. Prepare Amended Water Supply Permit Application to the State Department of Public Health, Drinking Water Source Assessment and Protection Program.
 - vi. Prepare discharge plans for development water in accordance with Regional Water Quality Control Board regulations.
 - vii. Prepare plans and specifications for drilling and construction of drinking wells.
 - viii. Perform surge protection analysis and design.
 - ix. Prepare coating/recoating inspection for necessary water system elements.
 - x. Prepare supervisory control and data acquisition (SCADA) system design.
3. Design for both non-waterworks and waterworks projects. Items listed here are required for both types of projects. The items requested, which will be specified by the County on a project by project basis, may include, but are not limited to the following:

- i. Perform Envision™ rating assessments using the Institute for Sustainable Infrastructure's online Envision rating tool and following the Envision guidance manual, a copy of which is available at the following location:
<https://isi-projects-documents.s3.amazonaws.com/prod/files/static/31/k9ohYfnYjZkVkJTZ/Envision%20Guidance%20Manual%20%28v3%29.pdf>
- ii. Provide all necessary documentation to support the Envision rating. The Consultant staff preparing the ratings shall possess valid Envision Sustainability Professional (ENV SP) credentials issued by the Institute for Sustainable Infrastructure (ISI).
- iii. At the discretion of the County's 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.
- iv. Right-of-Way acquisition documentation - Prepare and submit all documentation for all rights-of-way entitlements (e.g., permanent or temporary easements, non-environmental permits) necessary to construct the project. The documentation shall be prepared in accordance with the guidance from the County's Project Manager and/or in accordance with Public Works' Survey/Mapping & Property Management Division's procedures
- v. Conduct and/or assist the County in community, stakeholder, interagency, and all other meetings with outside entities as needed to facilitate completion of the PS&E. Prepare documentation of the outcomes of the meetings, including technical memoranda, meeting summaries, and lists of action items.
- vi. Conduct meetings with the County's Project Manager and County staff to facilitate completion of the PS&E. Prepare documentation of the outcomes of the meetings, including technical memoranda, meeting summaries, and lists of action items.
- vii. Construction support - Provide all the necessary personnel to review and approve construction contractors' submittals (including but not limited to shop drawings, dewatering plans), respond to requests for information, and provide revisions/changes to the PS&E as requested by the County during the construction stage.
- viii. The Consultant shall coordinate with the County's Project Manager and County staff to establish for each project: the schedule for completing the PS&E; the criteria for 60%, 90% and 100% PS&Es; and the turnaround times for document reviews and finalizations.
- ix. Construction cost estimates – Prepare cost estimates in the County's standard format including detailed construction cost

estimate with cost and bid item breakdowns. The County's standard bid items shall be used unless these items are non-standard. Pricing may be based on standard industry cost-estimating values and/or from the County's cost-estimating data.

- x. Environmental documents - Consultant will be expected to coordinate with both County staff and County as-needed consultants early and throughout projects to ensure the proper environmental documentation is achieved. It would be helpful if the consultant has a CEQA/NEPA/permitting specialist to better coordinate, but it is not necessary. These documents include, but are not limited to, Notices of Exemption, Negative Declarations, and Environmental Assessments.
- xi. Review as-built drawings

e. Drilling and Construction of Waterworks Wells



The Consultant's proposal shall be based on the following key assumptions:

- Pilot hole depth = range from 50 to 1,200 feet.
- Drilling rate = 10 feet per hour.

The Consultant shall provide a hydrogeologist to oversee the following services during drilling, construction, and testing of the wells:

1. Provide full-time technical oversight during the first day of well drilling to ensure equipment delivered to the site meets specifications and is adequate for the work.
2. Provide full-time technical oversight services during drilling of the pilot bore, geophysical log, construction and zone testing, the reaming passes, placement of the gravel pack, placement of the well casing and screen, well mechanical development, pumping development, step test and constant rate test.
3. The Consultant's geologist shall log penetration rates, formation samples, and other indicators during drilling of the pilot bore and make recommendations to the District on constructing the test well.
4. Collect and secure formation samples and analyze them in the Consultant's own lab during drilling of the pilot bore to select the appropriate well screen and gravel pack configuration within 48 hours of sampling.
5. Provide technical oversight to ensure the plumbness and alignment of the boreholes (pilot bore and reaming passes are within specified limits).
6. Prepare and submit a well design memo to recommend the appropriate well screen and casing configuration.
7. The Consultant's hydrogeologist shall be on-site during the video camera, the plumbness, and alignment surveys to document as-built

conditions.

f. Equipping of Waterworks Wells

The Consultant shall provide the following services during construction of discharge piping, electrical controls, well head pump placement, and chlorination, provide part-time technical oversight as needed during construction to ensure equipment delivered to the site meets specifications and is adequate for the work.

1. Analyze data, prepare specifications for well head pump, motor equipment, and completion letter report for well project.
2. Prepare a pumping recommendation memo to show the analysis and results of the data from the well efficiency and constant discharge tests to evaluate the sustainable pumping rate. The consultant shall use these results to design and size the well head pump and motor.
3. Prepare a pump and motor design memo including a pump curve, which meets the desired operating points.
4. Review and approve pump and motor submittals.

g. Plan Check Services for Waterworks Projects

The Consultant shall provide plan check services and review of calculations for expansion and improvements of the water systems to accommodate proposed developments within the County Waterworks Districts, Water Systems and Best Management Practices related to quality of stormwater and urban runoff. These plan check services include, but are not limited to, the following:

1. Pick up plans for review upon notification from designated County representatives.
2. Provide all necessary equipment and supplies used in the performance of the plan check services.
3. Review maps and plans for compliance with, but not limited to, the Los Angeles County Building Code, Los Angeles County Water Ordinance, Department of Public Works Plan Checking Guide, American Water Works Association, Los Angeles County Waterworks Districts requirements, rules and regulations, and any other pertinent Federal, State, County, and City regulations and policies.
4. Confer with and obtain any additional or supplemental information from the consulting firm that prepared the plans to facilitate the plan check.
5. Submit reviewed plans, along with appropriate review comments, to the designated Public Works' representative.
6. Perform subsequent rechecks, if necessary to verify that plans were

- revised per the review comments.
7. Maintain a log to document what plans have been reviewed.
 8. Meet and confer with the County's representatives at the Waterworks Division Headquarters office as necessary to discuss the review comments and the rationale used during the review process.
 9. Upon completion of all necessary plan revisions by submitter of plans, approve the plans, and forward the plans to the designated County representative.

h. 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 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).
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 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.

i. Public Outreach 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. These services may include, but are not limited to, the following:

1. Meet with and solicit input from the public including, but not limited to, cities, school districts, and stakeholder/special interest groups, to identify potential issues, concerns, and special interest.
2. Set up and conduct/moderate meetings; maintain regular communication as necessary after meetings; establish record of on-going communication with the public.
3. Analyze identified needs, concerns, and special interest.
4. Prepare presentations, communications, and meeting materials.
5. Make maps and other data available electronically as appropriate.
6. Manage and track data, data-sharing and electronic communications.

j. 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 Master Plan for Regional Water Systems.
3. Facility condition assessment.
4. Financial analysis, rate setting and/or restructuring, and marketing.
5. Investigate grant funding opportunities.
6. Prepare planning documents and facilitate meeting for Integrated Regional Management Plans and Salt/Nutrient Management Plans.
7. Setting up and providing technical training/seminars/workshops to staff on use and application of various hydrologic, hydraulic, and sedimentation related modeling
8. 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.

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.

Consultant shall disclose whether it has performed any prior work or been involved in any prior activities, or whether it plans or intends to perform future work or be involved with future activities, related to the task order being considered and shall complete

disclosure documentation requested by the County at the time the task order work is requested. If the County, in its sole discretion, determines that a Consultant's prior work or involvement with prior activities creates a conflict of interest, or the appearance of a conflict of interest, with the task order being considered, the County reserves the right to assign the task order to a different consultant. Also, if the County determines, in its sole discretion, that the assignment of a task order to a Consultant may create a conflict of interest or the appearance of a conflict of interest, in relation to the future work or future activities a Consultant plans or intends to perform, the County reserves the right to assign the task order to a different consultant. If the County determines not to assign a task order to a consultant due to a conflict of interest or the appearance of a conflict of interest as described above, this determination shall not preclude that consultant from being considered for the next task order in the rotation.

Any subcontractor proposed to be utilized for task order work shall also disclose whether it has performed any prior work or been involved in any prior activities, or whether it plans or intends to perform future work or be involved with future activities, related to the task order being considered and shall complete disclosure documentation requested by the County at the time the task order work is requested. The County may reject a subcontractor from participation in task order work upon making a determination, in its sole discretion, that the subcontractor's participation in the task order work may create a conflict of interest or the appearance of a conflict of interest. In such event, the Consultant will be required to identify a subcontractor without a potential conflict of interest as determined by the County.

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

ATTACHMENT 1

ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20XX.

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 – BRC0000321 (RFP), 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 Consultant.

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 \$60,000,000. 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 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 \$60,000,000 in the manner set forth immediately below and according to the Schedule of Fees attached to this Agreement as **Attachment X**. 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 \$330,000, 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 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. The term of this Agreement shall be for a period of 3 years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for 2 additional one-year terms, not to exceed a total contract period of 5 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 Consultant. If the change order is prepared by the Consultant, it shall be approved by Public Works and signed by the Consultant 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/Mergers or Acquisitions

- a. The Consultant shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- b. The Consultant shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. 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 Consultant 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 Consultant, has demonstrated to the County's satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant 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 Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Paragraph, Consultant means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Consultant 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 Consultant. 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) Consultant 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 Consultant uses any subConsultant to perform services for the County under the Contract, the subConsultant 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, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant 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 Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

- d. Consultant'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 Consultant and/or bar Consultant 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 Consultant 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 Consultant'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 Consultant, regardless of whether the member of Consultant's staff passes or fails the background investigation.

- b. If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be removed immediately from performing services under the Contract. Consultant shall comply with County's request at any time during the term of the Contract. County will not provide to Consultant or to Consultant'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 Consultant'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 Consultant's staff pursuant to this Paragraph shall not relieve Consultant 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 Consultant 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

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

If a Consultant or member of Consultant's staff is convicted of a human trafficking offense, the County shall require that the Consultant or member of Consultant'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 Consultant's staff pursuant to this Paragraph shall not relieve Consultant 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 Consultant 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.
- b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant 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 Consultant may have with the County.
- c. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant 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 Consultant'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 Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.
- e. The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant 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 Consultant 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 Consultant has been debarred for a period longer than five years, that Consultant 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 Consultant 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 Consultant Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant 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 Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant 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 Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Consultant Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant 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 Consultant Hearing Board.

i. These terms shall also apply to subconsultants of County Consultants.

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

Consultant 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 Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant 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 Consultant to maintain compliance with these requirements shall constitute a default by Consultant 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 Consultant 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 Consultant 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 Consultant 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

The County and the Consultant 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. Consultant 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 sub-paragraph, 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

Consultant is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Consultant relating to the amendment or extension of the Contract or the making of any determinations with respect to Consultant's performance under this Contract. A Consultant 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 Consultant 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 Consultant'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

Consultant 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. Consultant certifies compliance on Integrated Pest Management Program Compliance Certification in Required Forms, that Consultant 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

Consultant 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 Consultants, 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, Consultant 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 subConsultants 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 subConsultants 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 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

Public Works
Business Relations and Contracts Division
Contracts Section II, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2365
mblackwood@dpw.lacounty.gov

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 Consultant or its subsidiary or SubConsultant ("Proposer/Consultant"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Consultant has provided advice or consultation for the solicitation. A Proposer/Consultant is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Consultant 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 Consultant/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:

Michael Blackwood
mblackwood@dpw.lacounty.gov
(626) 300-2365

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 Consultant 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 Consultant, 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 Consultant to maintain compliance with the requirements set forth in "Consultant'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 Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Consultant, 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 Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant 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

Consultant 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 Consultant qualifies for an exemption or exclusion, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 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 Consultant shall comply with the requirements of Section 1812 of the Labor Code. The Consultant 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 Consultant shall comply with the provisions of Section 1773.2 of the Labor Code. The Consultant 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 Consultants 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 Consultant shall comply with the requirements of Section 1776 of the Labor Code. Consultant and SubConsultants, 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. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Consultant/Contractor's role on the project. 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.

75. 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 **Attachment 4** (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

76. 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 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 of Public Works

By _____
President

Type/Print Name

By _____
Secretary

Type/Print Name

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Senior Deputy County Counsel

Type/Print Name

INDEMNIFICATION AND INSURANCE PROVISIONS

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 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

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.

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BabySafeLA.org

No shame | No blame | No names



TRANSMITTAL TO REQUEST A DISQUALIFICATION REVIEW

***A Request for a Disqualification Review must be received by the County
by the date specified in the Non-Responsive Letter***

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

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the date specified in the Non-Responsive Letter.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____
Reviewed by: _____
Results of Review - Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____
Date Response sent to Vendor: _____

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

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 <u>ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES</u>		

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 ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT		

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: ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES
------------------	------------------------------------------------------------------------------------------

PLEASE COMPLETE THE FOLLOWING:			
Name of Organization:			Date:
Contact's Name/Title:		Signature:	
Contact's 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.

Michael Blackwood
Contract Administrator

mblackwood@dpw.lacounty.gov
Email

(626) 300-2362
Telephone

REFERENCE SURVEY

Signature shall be from a County of Los Angeles employee (not a Consultant) at the level of Division Head or Assistant Division Head.
(County of Los Angeles Reference)

PROPOSER:		NAME OF SOLICITATION: ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES	
PLEASE COMPLETE THE FOLLOWING:			
Name of Organization:			Date:
Contact's Name/Title:		Signature:	
Contact's 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?					
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%; text-align: center;">TOTAL SCORE</td> <td style="width:30%; text-align: center; font-size: small;">(to be completed by the Contract Administrator)</td> </tr> </table>	TOTAL SCORE	(to be completed by the Contract Administrator)
TOTAL SCORE	(to be completed by the Contract Administrator)				

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

Michael Blackwood
 Contract Administrator

mblackwood@dpw.lacounty.gov
 Email

(626) 300-2362
 Telephone

BUSINESS SIZE ENTERPRISE CATEGORY FORM

For consideration in the Request for Proposals for **ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES**, 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 ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES
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.

Proposer's designated supervisor/administrator, who will be responsible for the delivery of services, shall have a minimum of 7 years of experience involved with providing similar services listed in Exhibit A.

Check the appropriate boxes:

Yes – Provide Supporting Document (i.e. license number, number of experience, certification number, etc.)

No

Provide supporting documents:

***List the page number in the proposal containing the proposer's experience.**

Proposer's designated supervisor/administrator shall be directly employed by the Proposer.

Yes – Provide Supporting Document (i.e. license number, number of experience, certification number, etc.)

No

Provide supporting documents:

***List the page number in the proposal containing the proposer's experience.**

Proposer's designated supervisor/administrator shall have an active and valid Civil Engineer license authorized to practice in the State of California.

Yes – Provide Supporting Document (i.e. license number, number of experience, certification number, etc.)

No

Provide supporting documents:

***List the page number in the proposal containing the proposer's experience.**

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 ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT 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 ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT 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 ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT 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 ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT 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:

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 _____

RFP NUMBER BRC0000302

ON-CALL ENGINEERING AND PROJECT MANAGEMENT SUPPORT SERVICES

_____ 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