



**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND
RECREATION**

**REQUEST FOR STATEMENT OF
QUALIFICATIONS**

FOR

**AS-NEEDED CONSULTANT SERVICES
MASTER AGREEMENTS**

Disciplines included:

**Planning Services, Environmental Services,
Landscape Architecture Services, Civil Engineering Services,
Architecture Services, and Cost Estimating**

**JOHN WICKER, ACTING DIRECTOR
MARCH 2016**

QUALIFICATIONS DUE: APRIL 12, 2016 @ 12:00 Noon

301 North Baldwin Avenue, Arcadia CA 91007-2697

Research Building, North Gate

RFSQ#: DPR-CONSULTa-2016

Prepared By

Contracts and Golf Division

Available on the internet at

<http://doingbusiness.lacounty.gov/>

"Parks Make Life Better"

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
As-Needed Consultant Services Master Agreement**

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- A Scope of Services**
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- D Required Forms**
- E Transmittal Form to Request a Solicitation Requirement Review**
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- G Jury Service Program**
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- I Safely Surrendered Baby Law**
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1.0 INTRODUCTION

The County of Los Angeles Department of Parks and Recreation (Department) is seeking qualified companies to enter into Master Agreements with the County of Los Angeles (County) to provide a uniform approach to requesting as-needed consultant services required by various Department facilities related to their facilities and programs.

2.0 PURPOSE/MASTER AGREEMENT FOR AS NEEDED CONSULTANT SERVICES

2.1 Purpose

The County, through this Request for Statement of Qualifications (RFSQ), is seeking as-needed consultant services to be selected from the following disciplines: Planning, Environmental, Landscape Architecture, Civil Engineering, Architecture, and Cost Estimating.

This approach will provide multiple Consultants to cover each discipline and geographical areas of the County.

The Department may add additional disciplines and services at a later date.

2.2 Master Agreement: County Terms and Conditions

The attached Master Agreement (MA) as contained in Appendix C of this RFSQ, lists the terms and conditions of the MA used for this solicitation. The terms and conditions shown in the MA are not negotiable; each Consultant shall be expected to implement.

2.2.1 Anticipated Master Agreement Term

The proposed term of the MA that shall be recommended to the County Board of Supervisors (Board) for approval shall be for a period of three (3) years with two (2) one (1) year renewal option(s). Renewal options will be at the Director's or his/her designee's discretion. The MA shall commence on **July 1, 2016**, following approval thereof by the Board.

2.2.2 Master Agreement Process

The objective of this RFSQ process is to select up to thirty (30) prime consulting firms that are best qualified to provide the requested services in appropriate disciplines. Specific tasks, deliverables, etc. will be determined at the time that the Department requests Work Order bids.

MAs will be executed with each Consultant determined to be qualified. The execution of a MA does not guarantee a Consultant any minimum amount of business.

When specific projects or needs are identified, a Consultant will be sent a scope of work, and fees will be negotiated, as appropriate. The Department

reserves the right to match potential projects and needs to consultant firms based on performance, scheduling, workload distribution, community familiarity and other factors through a Notice to Proceed (NTP) on a case-by-case basis. An NTP must be issued prior to commencement of any work.

2.2.3 Days of Operation

The Consultant shall be required to provide as-needed consultant services on an as needed basis **Sunday through Saturday**. Specific details regarding time and dates will be made as the services are needed.

2.2.4 Green Initiatives

The Consultant shall use reasonable efforts to initiate “green” practices to comply with the County’s policy on energy and environmental conservation benefits.

2.2.5 Indemnification and Insurance

The Consultant shall be required to comply with the indemnification provisions contained in the attached MA, Paragraph 8.22. The Consultant 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 attached MA, Paragraphs 8.23 and 8.24.

2.2.6 SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Consultants in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Consultants may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

3.0 CONSULTANT’S MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Consultants who can successfully demonstrate their ability to provide these services within the given disciplines and meet the minimum qualifications as stated hereinafter are invited to submit an SOQ.

- 3.1 Each Consultant must have a minimum of five (5) years of experience within the last ten (10) years providing as-needed consultant services similar in nature and scope as described in Appendix A and Appendix B of this RFSQ.
- 3.2 Each Consultant must have appropriate regulatory agency licenses in good standing with respective licensing agencies. Each Consultant must complete the information as indicated on Valid License/Permit Form (Appendix D, Required Forms, Exhibit 15), and provide a copy of the appropriate licenses.

- 3.3 Each Consultant's Project Manager must have a minimum of ten (10) years of experience planning and supervising as-needed consultant services in the above disciplines.
- 3.4 Each Consultant shall provide descriptions of previous work examples in booklet form, with references, for lead consultant work on at least three (3) multi-disciplinary projects, preferably in Los Angeles County. References will be required for previous work completed by the Consultant and each of the sub-consultants from at least three lead-agency clients and three multi-disciplinary team leads.
- 3.5 Each Consultant must comply with the County's Child Support Compliance Program. (Reference Paragraph 5.10 hereinafter).
- 3.6 Each Consultant must respond positively to a willingness to consider hiring GAIN/GROW participants. (Reference Paragraph 5.14 hereinafter).
- 3.7 Each Consultant must certify its intent to comply with the County's Jury Service Program. (Reference Paragraph 5.17 hereinafter).
- 3.8 Each Consultant must declare its intent to comply with the terms and conditions of the MA.
- 3.9 Each Consultant must comply with the RFSQ format and requirements set forth in the SOQ Submission Requirements, Section 7.0, of this RFSQ when submitting its SOQ.
- 3.10 Each Consultant must provide Proof of Insurability. A letter of commitment from an insurance company, acceptable to the County, setting forth that adequate insurance coverage (\$1,000,000 single limit for liabilities and as further described in the attached MA, Appendix C) will be available at the time of the award of the MA, is acceptable. Letters of intent from insurance brokers will not be considered acceptable.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

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

4.1 Final Award by the Board of Supervisors

Notwithstanding a recommendation by the Director, the Board retains the right to exercise its judgment concerning the selection of an SOQ and the terms of any resultant MA, and to determine which SOQ best serves the interest of the County. The Board is the ultimate decision making body and makes the final decision to award, or not award, a MA.

4.2 County Option to Reject SOQs

Consultants are hereby advised that this RFSQ is an informal solicitation for SOQs only, and is not intended, and is not to be construed as, an offer

to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ or may, in its sole discretion, reject all SOQs and cancel the RFSQ in its entirety. The County shall not be liable for any costs incurred by the Consultant in connection with the preparation and submission of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

4.3 County's Right to Amend RFSQ

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

4.4 Background and Security Investigations

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

4.5 County's Quality Assurance Plan

After MA award, the County or its agent will evaluate the Consultant's performance under the MA on a periodic basis. Such evaluation will include assessing Consultant's compliance with all terms in the MA and performance standards identified in the Scope of Services (Appendix A) and in the Consultant Responsibilities (Appendix B). Consultant's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the MA will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, the County may terminate the MA in whole or in part, or impose other penalties as specified in the MA.

5.0 CONSULTANT'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Consultants Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Consultant's SOQ will become a matter of public record when (1) Mater Agreement negotiations are complete; and (2) the Department receives a letter from the recommended Consultant's authorized officer that the MA is the firm offer of the recommended Consultant.

Notwithstanding the above, absent extraordinary circumstances, all SOQs will become a matter of public record when the Department's Consultant recommendation appears on the Board agenda.

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

5.1.2 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 SOQ as confidential shall not be deemed sufficient notice of exception. The Consultants must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "confidential," "trade secrets," or "proprietary," Consultant 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.

5.2 Contact with County Personnel

All contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Matthew Green, Contract Analyst
Contracts and Golf Division
301 North Baldwin Avenue, Research Building
Arcadia, California 91007-2697
Fax: (626) 447-8573
Email: mgreen@parks.lacounty.gov

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to 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/lacobids>.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Consultant may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Consultant may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Consultant challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference paragraph 7.3 in the SOQ Submission Requirements Section)
- Review of a Disqualified SOQ (Reference paragraph 8.3 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

Consultant 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.

5.6 Confidentiality and Independent Consultant Status

As appropriate, Consultant shall be required to comply with the Confidentiality provision contained in paragraph 7.6 and the Independent Contractor Status provision contained in paragraph 8.21 of the attached MA.

5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Consultant for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Consultant or have any other direct or indirect financial interest in the selection of a Consultant. Consultant shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit 2, Certification of No Conflict of Interest.

5.8 Determination of Consultant Responsibility

5.8.1 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 MA. It is the County's policy to conduct business only with responsible Consultants.

5.8.2 Consultants are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Consultant is responsible based on a review of the Consultant'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 Consultant against public entities. Labor law violations which are the fault of the subcontractors and of which the Consultant had no knowledge shall not be the basis of a determination that the Consultant is not responsible.

5.8.3 The County may declare a Consultant to be non-responsible for purposes of this MA if the Board of Supervisors, in its discretion, finds 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.8.4 If there is evidence that the apparent highest ranked Consultant may not be responsible, the Department shall notify the Consultant in

writing of the evidence relating to the Consultant's responsibility, and its intention to recommend to the Board of Supervisors that the Consultant be found not responsible. The Department shall provide the Consultant and/or the Consultant's representative with an opportunity to present evidence as to why the Consultant should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 5.8.5 If the Consultant 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 Consultant shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of Consultants on County contracts.

5.9 Consultant Debarment

- 5.9.1 The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Consultant's existing contracts with County, 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.
- 5.9.2 If there is evidence that the apparent highest ranked Consultant may be subject to debarment, the Department shall notify the Consultant in writing of the evidence which is the basis for the proposed debarment, and shall advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or Consultant'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 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.

- 5.9.4 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.
- 5.9.5 If a Consultant has been debarred for a period longer than five (5) years, that Consultant may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- 5.9.7 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.
- 5.9.8 These terms shall also apply to proposed subcontractors of Consultants on County contracts.

5.9.9 Appendix K provides a link to the County's website where there is a listing of Consultants that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

Consultants shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance 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).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Consultant Notification to County

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. Failure to report such a solicitation may result in the Consultant's submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

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

5.12 Notice to Consultants Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration

requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Consultant to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Consultant is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D, Required Forms, Exhibit 3, as part of their SOQ.

5.13 Federal Earned Income Credit

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

5.14 Consideration of GAIN/GROW Participants for Employment

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

Consultants who are unable to meet this requirement shall not be considered for contract award. Consultants shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form, as set forth in Appendix D, Required Forms, Exhibit 6, along with their SOQ.

5.15 Recycled Bond Paper

Consultant shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C, MA, Paragraph 8.38.

5.16 Safely Surrendered Baby Law

The Consultant 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

5.17 Jury Service Program

The prospective MA is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Consultants should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the MA, Appendix C, Paragraph 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Consultants and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.17.1 The Jury Service Program requires Consultants and their Subcontractors to 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. 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 Consultant 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 Consultant'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.

5.17.2 There are two ways in which a Consultant might not be subject to the Jury Service Program. The first is if the Consultant does not fall within the Jury Service Program's definition of "Contractor". The Jury Service 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 Consultant meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Consultants 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 MA 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 Consultants that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Consultant is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.3 If a Consultant 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 Consultant must so indicate in the Certification Form and Application for Exception, Exhibit 7, in Appendix D, Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Consultant’s application, the County will determine, in its sole discretion, whether the Consultant falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

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

The Consultant shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Consultant on Required Forms, Exhibit 1, Consultant’s Organization Questionnaire/Affidavit, Appendix D. Failure of the Consultant to provide this information may eliminate its SOQ from any further consideration. Consultant shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Consultant’s Organization Questionnaire/Affidavit) during the pendency of this RFSQ by providing a revised Exhibit 1 (Consultant’s Organization Questionnaire/Affidavit) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.19 Defaulted Property Tax Reduction Program

The prospective MA is subject to the requirements of the County’s Defaulted Property Tax Reduction Program (“Defaulted Tax Program”) (Los Angeles County Code, Chapter 2.206). Prospective Consultants should carefully read the Defaulted Tax Program Ordinance, Appendix L, and the pertinent provisions of the MA, Appendix C, paragraph 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Consultants and their Subcontractors.

Consultants 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, Exhibit 8 in Appendix D, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

5.20 Time Off for Voting

The Consultant 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 Consultant 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.

5.21 Compliance with County's Smoking Ban Ordinance

This MA is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 County Policy on Doing Business with Small Business

6.1.1 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.

6.1.2 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (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 15 calendar days after receipt of an undisputed invoice.

7.0 SOQ SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Consultants in how to prepare and submit their SOQ.

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All SOQs shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final SOQ submission date.

7.2 RFSQ Timetable

The timetable for this RFP is as follows:

- Release of RFSQ March 8, 2016
- Request for a Solicitation Requirements Review Due (10 business days after release of solicitation document) March 21, 2016
- Mandatory Conference March 23, 2016
- SOQs due by 12 noon Pacific Time..... April 12, 2016
- Anticipated Master Agreement Start Date July 1, 2016

7.3 Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit an SOQ;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity;
 - or,

- b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Consultants.

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

7.4 Mandatory Conference

A **Mandatory** Conference will be held to discuss the RFSQP and Solicitation Requirements. County staff will respond to questions from potential Consultants. All potential Consultants must attend this conference or their SOQs will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Wednesday, March 23, 2016 @ 2:30 pm
Arboretum of Los Angeles County, Ayres Hall
301 North Baldwin Avenue, Arcadia, CA 91007

7.5 Preparation of the SOQ

The SOQ, and each copy, must be typewritten on 8 ½" x 11" white paper and bound in a secure manner. Consultant must submit an original and five (5) copies of the SOQ. The original and each copy shall be clearly labeled as "Original" and "Copy #__" respectively. Each Consultant must observe the requirements set forth in this Section 7, SOQ Submission Requirements, in preparation of an SOQ, and shall agree to provide the County with any additional information necessary for an accurate SOQ Submission Requirements determination of the prospective Consultant's qualifications to perform the required services. All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

7.6 SOQ Format

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

- Transmittal Letter
- Table of Contents, including section, title, and page numbers
- Consultant's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- Consultant's Qualifications and Performance History (Section A)
- Consultant's Approach to Provide Services (Section B)
- SOQ Required Forms (Section C)
- Proof of Insurability (Section D)
- Proof of Licenses/Certifications (Section E)

- Acceptance to Terms and Conditions in MA (Section F)
- Last Page of SOQ

7.6.1 Transmittal Letter

The transmittal letter shall be a maximum of one (1) page, transmitting the SOQ on the Consultant's stationery. The transmittal letter should identify the document as an SOQ stating the exact name of the RFSQ, and include the Consultant's name, address, telephone number, facsimile number and email address of the person or persons to be used for contact and who will be authorized to represent the Consultant. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Consultant and to bind the Consultant in a contract.** The letter shall indicate whether or not the Consultant intends to perform the Lease as a single Consultant. The letter must contain a statement that the Consultant will bear sole and complete responsibility for all work.

7.6.2 Table of Contents

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

7.6.3 Consultant's Organization Questionnaire/Affidavit

The Consultant shall complete, sign and date the Consultant's Organization Questionnaire/Affidavit, Exhibit 1 as set forth in **Appendix D**. **The person signing the form must be authorized to sign on behalf of the Consultant and to bind the applicant in a Contract.**

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

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

Required Support Documents

Corporations or Limited Liability Company (LLC):

The Consultant must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed

with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

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

7.6.4 Table of Contents

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

7.6.5 Consultant's Qualifications (Section A)

Demonstrate that the Consultant's organization has the experience and financial capability and required licenses to perform the required services. The following sections must be included:

A Consultant's Background and Experience (Section A.1)

Provide a summary of relevant background information to demonstrate that the Consultant meets the minimum requirements stated in Section 3.0 of this RFSQ and has the capability to perform the as-needed consultant services as a corporation or other entity.

B Consultant's References (Section A.2)

It is the Consultant's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference listed on Exhibit 9a and 9b are accurate. The County may disqualify a Consultant if:

- References fail to substantiate the Consultant's work history and experience of the services to be provided; or
- References fail to support that the Consultant has a continuing pattern of providing capable, productive and skilled personnel, or
- The County is unable to reach the point of contact with reasonable effort. It is the Consultant's responsibility to inform the County of the references' normal working hours.

C Consultant's Report Samples (Section A.3)

Please provide copies of previous work in booklet form as previously discussed in Paragraph 3.4 hereinabove.

D Consultant's Financial Capability (Section A.4)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2015, 2014 and 2013) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings

Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

E Consultant's Pending Litigation and Judgments (Section A.5)

Identify by name, case and court jurisdiction any pending litigation in which Consultant is involved, or judgments against Consultant in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Consultant or principals of the Consultant.

7.6.6 Consultant's Approach to Provide Services (Section B)

In this section, the Consultant must provide a narrative describing the steps that will be taken to complete each of the responsibilities identified in the scope of services listed in Appendix A. In meeting the requirements of Section 3.0, the approach must include a description of the Project Manager and his/her experience in planning and supervising these services.

In addition to the approach, this section should also include a list of the Consultant's staffing rates for those staff providing services as described in the Consultant's approach plan above.

Consultants are strongly advised to read the Scope of Services (Appendix A) for each discipline in their entirety in order to adequately respond to this section.

7.6.7 SOQ Required Forms (Section C)

Section C must be entitled "Required Forms from Consultant" and shall include the following forms, except where noted, and signed/dated where applicable. (All forms are provided in Appendix D).

- Exhibit 1* Consultant's Organization Questionnaire/Affidavit
- Exhibit 2* Certification of No Conflict of Interest
- Exhibit 3* Familiarity of the County Lobbyist Ordinance Certification
- Exhibit 4* Los Angeles County Community Business Enterprise (CBE) Program
- Exhibit 5* Consultant's Equal Employment Opportunity Certification (EEO)
- Exhibit 6* Attestation of Willingness to Consider Gain/Grow Participants
- Exhibit 7* Consultant Employee Jury Service Program – Certification Form and Application for Exception from County's Jury Service Program
- Exhibit 8* Certification of Compliance with County's Defaulted Property Tax Reduction Program

- Exhibit 9a* References for Similar Services
- Exhibit 9b* Consultant's Contracting History: Los Angeles County, other Public Entities
- Exhibit 10* False Claims Act Certification
- Exhibit 11* Civil Litigation Certification
- Exhibit 12* Criminal Conviction Certification
- Exhibit 13* History of Debarment Certification
- Exhibit 14* Labor Law/Payroll Violations
- Exhibit 15* Valid License/Permit Documents
- Exhibit 16* Compliance, Notification to Employees Regarding Federal Earned Income Credit (FEIC)
- Exhibit 17* Certification of Compliance with the County's Green Initiatives

7.6.8 Proof of Insurability (Section D)

Consultant must provide proof of insurability that meets all insurance requirements set forth in the MA, Appendix C, Paragraph 8.23. If a Consultant does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Consultant be selected to receive a MA award, may be submitted with the SOQ. Letters of Intent from an Insurance Broker are not acceptable.

7.6.9 Proof of Licenses/Certifications (Section E)

Consultant must furnish in this Section a copy of applicable licenses and/or certifications.

7.6.10 Acceptance to Terms and Conditions in Sample Lease (Section F)

Consultants understand and agree that submission of the SOQ and the signed signature page of the MA constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the MA in Appendix C. The terms and conditions of the MA are non-negotiable.

Signature by the authorized agent of the Consultant on the signature page of the MA constitutes acceptance by the Consultant of all the terms and conditions of the MA.

7.6.11 Last Page of SOQ

The last page of the SOQ shall list the names of all joint ventures, partners, subcontractors or others having any right or interest in the Lease or the proceeds thereof. The page shall include the signature of the person authorized to bind the Consultant in a contract, as follows:

Respectfully submitted,

(Firm or Corporate Name)

By _____

By _____

Date _____

Address _____

City _____

Telephone _____

Fax _____

Email _____

7.7 SOQ Submission

The original SOQ, marked as "Original", and five (5) copies, marked as "Copy #" enclosed in a sealed envelope or box, plainly marked in the upper left hand corner with the name and address of the Consultant and bear the words:

"SOQ FOR AS NEEDED CONSULTANT SERVICES"

The SOQ shall be delivered or mailed to:

County of Los Angeles
Department of Parks and Recreation
Contracts & Golf Division
301 N. Baldwin Avenue, Arcadia, CA 91007
Research Building (far North Gate)
Attention: Matthew Green, Contract Analyst

It is the sole responsibility of the submitting Consultant to ensure that its SOQ is received before the submission deadline, as stated in Section 2.3, RFP Timeline, of this Section. Submitting Consultants shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any SOQs received after the submission deadline in the RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered SOQs are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All SOQs shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit SOQs.

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate and select the successful SOQs. The review process will begin with receipt of the SOQs on **April 12, 2016**.

Evaluation of the SOQs will be made by an Evaluation Committee selected by the Department. The Committee will evaluate all SOQs and will use the evaluation approach described herein to select prospective Consultants.

The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

8.1.1 Adherence to Minimum Qualifications (Pass/Fail)

The Department shall review the Consultant's Organization Questionnaire/Affidavit, Exhibit 1 of Appendix D, Required Forms, and the Consultant's Qualifications as provided for in Section A of the SOQ, to determine if the Consultant meets the minimum qualifications as outlined in Section 3 of this RFSQ.

Failure of the Consultant to comply with the minimum qualifications shall eliminate its SOQ from any further consideration. The County may elect to waive any informality in a SOQ if the sum and substance of the SOQ is present.

8.1.2 Consultant's Qualifications (Section A)

The Department's review shall include the following:

- Consultant's Background and Experience as provided in Section A.1 of the SOQ.
- Consultant's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- Consultant's Report Samples as provided in Section A.3 of the SOQ.
- Consultant's Financial Capability as provided in Section A.4 of the SOQ.
- A review to determine the magnitude of any pending litigation or judgments against the Consultant as provided in Section A.5.

8.1.3 Consultant's Approach to Provide Services

The Consultant will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in **Section B** of the SOQ.

8.1.4 SOQ Required Forms

All forms listed in Section 7, Sub-Paragraph 7.6.7 must be included in **Section C** of the SOQ.

8.1.5 Proof of Insurability

The Consultant will be evaluated based on review of the Proof of Insurability provided in **Section D** of the SOQ.

8.1.6 Proof of Licenses/Certifications

The Consultant will be evaluated based on review of the Licenses/Certifications provided in **Section E** of the SOQ.

8.2 Disqualification Review

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

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

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

1. The firm/person or entity requesting a Disqualification Review is a Consultant;
2. The request for a Disqualification Review is submitted timely; and,
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to SOQ non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

8.3 Selection/Qualification Process

The Department will generally select all qualified Consultants that have experience in providing as-needed consultant services in the respective disciplines as outlined and identified in this RFSQ. However, in order to insure the Department has at its disposal a varied pool of qualified Consultants, the Department may offer MAs to Consultants that offer a narrow scope of services in more highly specialized areas.

8.4 Master Agreement Award

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

The Department will execute Board of Supervisors-authorized MAs with each selected Consultant. All Consultants will be informed of the final selections.

1. SCOPE OF SERVICES

1.1 Five (5) Consultants will be selected based on their expertise in each of the following disciplines:

- A. Planning Services
- B. Environmental Services
- C. Landscape Architecture Services
- D. Civil Engineering Services
- E. Architecture Services
- F. Cost Estimating

Each Consultant firm should submit a list of their preferred team of sub-consultants to provide the services as required to address complex, diverse and multi-disciplinary project needs.

Each Consultant shall provide descriptions of previous work examples, with references, for lead consultant work on at least three (3) multi-disciplinary projects, preferably in Los Angeles County. References will be required for previous work completed by the Consultant and each of the sub-consultants from at least three lead-agency clients and three multi-disciplinary team leads.

1.2 Planning Services may entail, but are not limited to the following responsibilities:

- Park Needs Assessments
- Park Planning Services
- Feasibility Studies/Project Definition
- Community Outreach
- Program Development to Program Validation
- Master Planning Services
- Trail Planning Services
- Land Acquisition and Real Estate Support Services
- Park Visioning
- Regulatory and Jurisdictional Requirements
- Entitlements
- GIS and Mapping Services
- Concept Plan and Design

1.3 Environmental Services may entail, but are not limited to the following responsibilities:

- CEQA, NEPA Studies and Compliance Services
- Habitat Evaluation and Studies
- Regulatory Permitting and Compliance Services

- Cultural Resources Assessment and Nomination Services
- Environmental Site Assessments
- Mitigation Monitoring
- Hazardous Materials Analysis
- Technical and Environmental Analysis

1.4 Landscape Architecture Services may entail, but are not limited to the following responsibilities:

- Design Services
- Cost Estimating
- Site Evaluation
- Construction Documents
- Construction Administration
- Regulatory Permitting

1.5 Civil Engineering Services, may entail, but are not limited to the following responsibilities:

- Soil Agronomy
- Land Survey
- Grading and Drainage Design
- Hydrology Studies
- Lake and Water Quality Management Engineering Services
- Urban Runoff and Stormwater Quality Engineering Services
- Geotechnical Services
- Cost Estimating
- Regulatory Permitting

1.6 Architecture Services may entail, but are not limited to the following responsibilities:

- Design Services
- Cost Estimating
- Building Evaluations
- Construction Support Services
- Historical Structure Evaluation
- Regulatory Permitting
- Jurisdictional Clearances

1.7 Cost Estimating Services may entail, but are not limited to the following responsibilities:

- Provide line item cost estimates
- Provide project concept cost estimates

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- Provide project schematic design cost estimates
 - Provide project construction document, including specifications and cost estimates
 - Recommend ways to reduce costs

2. CONSULTANT PROJECT MANAGEMENT

The Consultant will designate a licensed Professional or Project Manager with a minimum of five years of related work experience and training in any one of the above disciplines. In a project involving multiple sub-consultants, the Consultant shall designate a Consultant Project Manager dedicated to contract and project administration, coordination of sub-consultants, budget and project scheduling.

The Sub-Consultants in the disciplines of planning services, environmental services, landscape architecture services, civil engineering services and/or architecture services must have a minimum of five years of work experience in their respective field.

DPR shall approve individuals and firms assigned by the Consultant firm prior to the issuance of the NTP. Consultant shall be responsible for ensuring that sub-consultants performing the required tasks are licensed, experienced and qualified in any of the disciplines or combinations of disciplines required.

- 2.1** The scope of work associated with the Projects will range from single-subject disciplines to multi-disciplinary complex projects.
- 2.2** Consultant Project Management will entail meetings with DPR Executive staff and Board offices. Consultant Project Management will include project site(s) visits, collaboration with other County Department employees and consultants, and perform other tasks as needed pertaining to the planning, environmental, engineering and/or design process.
- 2.3** The Director or his designee shall have final decision authority over the selection of the design and/or design review services performed by the Consultant and all work performed by the Consultant shall be to the satisfaction of the Los Angeles County Department of Parks and Recreation.
- 2.4** The Consultant's work shall comply with the requirements of regulatory agencies, guidelines by the California State Law (as applicable), Construction Specifications Institute (CSI), County Codes and Ordinances and County Park Standards and Design Guidelines.
- 2.5** The Consultant shall execute all specifications using a computer with a minimum of Microsoft Project Pro 2013 and Microsoft Office Suite software program; execute all cost estimating using a computer with a minimum of Excel 2012 software program; execute all construction document plans and drawings

using CADD format. The final format of document shall be determined on a project by project basis by the DPR Project Manager.

- 2.6** The Consultant shall be responsible and liable for the work performed by their respective assigned staff and Sub-Consultants and will bear full corporate responsibilities for the contracted work.
- 2.7** Design review shall include plan review by DPR for technical completeness of design documents at Schematic Phase, Design Development Phase, and 50%, 75%, 90%, and 100% Construction Documents Phase.
- 2.8** Reports, responses to design review comment documents, and specification shall be prepared in Microsoft Word format and screened for clarity, grammar, and punctuation prior to submittal.
- 2.9** At the completion of design services, documents including as-built drawings shall be submitted on 2 sets of CD-ROM/DVD, original hard copies and surveys. Three hard copies of all reports, drawings, specifications, and calculations shall be provided to the DPR Project Manager. All reports, drawings, calculations, and specification shall be wet stamped by a California Licensed Engineer, Architect or Landscape Architect (if applicable).
- 2.10** All deliverables shall be forwarded to:
County of Los Angeles
Department of Parks and Recreation
Planning and Development Agency
Project Manager
510 South Vermont, Room 201
Los Angeles, CA 90020

1. ARCHITECTURE/ENGINEERING (A/E) SERVICES

- 1.1 **Basis of Design Report (BDR)** – The Consultant shall prepare a BDR that shall be a part of each Design Phase Submittal. The purpose of the BDR is to document the Consultant's understanding of, and compliance with, the program and design direction for the facility. The report shall provide a narrative history of each design phase - including compliance with (and any deviations from) the approved program and/or codes, ordinances, regulations and standards. The report shall be a "stand alone" document which clearly articulates the rationale and justification for the proposed design solutions.

The report shall contain, but not be limited to, sections for each of the disciplines used for each design phase. Each section of the report shall present:

- Design analyses and discussions of the alternative systems, equipment and materials that were identified as practical design solutions.
- The results of all analyses, investigations, economic and/or value engineering evaluations.
- The advantages and disadvantages of all recommended and discarded solutions.
- Justifications for any departure from County Standards or standards of the industry.
- Incorporation of all approved user requirements, equipment and materials.
- Recommended criteria and performance standards.
- General methods of construction.

All analyses shall be performed utilizing standard engineering practices and the County's established value engineering protocols and shall be identified – as will those which have been eliminated from further consideration.

Facility designs and the associated construction costs of County projects shall be consistent with comparable design and construction practices of the local construction industry.

- 1.2 Consultant shall attend all necessary meetings and conferences to the extent required by County (see Section 1.19) with authorized employees and representatives of County relative to the design and construction of the Project. Sub-consultants shall attend all necessary meetings as required by County.
- 1.3 Consultant shall cooperate with other professionals employed by County to perform services related to the Project.
- 1.4 Consultant shall review available data pertinent to Project, including but not limited to the Facility or Architecture Program, record drawings, specifications, site surveys, topographic surveys, utility surveys, subsoil data, chemical, mechanical and other data logs of borings, and similar information. Consultant shall visit site, compare available data, including record drawings, with existing conditions, and advise County, in writing, whether such data is sufficient and

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- accurate for purposes of design. If data is not sufficient, Consultant shall advise Project Manager as to the necessity and manner of providing or obtaining services relating to the site, including but not limited to: property boundary, right of way, topographic, hydrographic and utility surveys, soil mechanics, and subsoil data (refer to Additional Services, Section 11).
- 1.5 Consultant shall bring to the Project Manager's attention any discrepancies between the County's requirements and procedures, and the Facility Program or scope of work. Provide recommendations for resolving those discrepancies.
 - 1.6 Consultant shall provide at the County's discretion, a project conceptual plan and design that includes a minimum of three (3) alternative concepts.
 - 1.7 Consultant shall develop a cost effective approach to the Project.
 - 1.8 Consultant shall correct or revise, without additional cost to County, any errors or deficiencies in Consultant's services furnished under this Agreement
 - 1.9 The Consultant shall secure all necessary approvals for the Project.
 - 1.9.1 Preliminary jurisdictional agency reviews will be required prior to final submittal and acceptance of the Schematic Design and Design Development Phase submittals. The Consultant shall submit the Construction Documents to the appropriate jurisdictional agencies for plan check and shall make all modifications required to obtain a building permit prior to Final Submittal. The Consultant shall provide the County with any correction disposition sheets resulting from such reviews.
 - 1.9.2 The Consultant shall submit copies of the final Construction Documents, when considered by the Project Manager (PM) to be in full compliance with all applicable codes and ordinances, to the required jurisdictional agencies for final plan check.
 - 1.10 Consultant shall promptly make all corrections and revisions required to rectify errors, omissions, or deficiencies in Consultant's services furnished under this Agreement discovered by Consultant or reported to Consultant by County. In no event shall the preparation of such revisions or corrections result in an increase in the compensation to be paid by County under this Agreement.
 - 1.11 Consultant shall as a part of this Agreement, and at no additional cost to County, perform such redesign, re-estimating and other services as may, in the opinion of County, be required to produce a usable facility within the construction budget. In addition, if the lowest responsible construction bid exceeds the construction budget by more than ten percent (10%) Consultant shall start such redesign services immediately upon written notification from County at no additional cost to the County, and shall complete the revisions within a reasonable time as determined by County.
 - 1.12 Upon submittal of the final deliverables for each design phase, the Consultant shall certify in writing that the design and project costs are consistent with the approved Facility Program, approved Cost Estimate and all approved scope changes – and shall accept responsibility for all changes
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- (including fiscal) to the design and construction work which result from the Consultant's failure to properly coordinate the efforts of the architecture, engineering and associated discipline entities. Deliverables that do not comply with the Facility Program as defined in the Agreement, which exceed the approved Cost Estimate or do not conform with the approved or directed changes to prior submittals must be corrected at the Consultant's expense.
- 1.13 Consultant shall be responsible for the professional and technical accuracy, completeness and coordination of all designs, drawings, specifications and other work or materials furnished by Consultant under this Agreement.
 - 1.14 Throughout the design process, the Consultant shall actively seek to comply with all required provisions of Title 24, the Americans with Disabilities Act (ADA) and other jurisdictional requirements relative to accessibility for the disabled. All decisions reached relative to compliance with Title 24, the ADA and other accessibility requirements shall be properly documented. In addition, the Consultant shall maintain a separate file and document control system which shall contain and maintain any and all correspondence, notes, meeting minutes and any types of other documentation relevant to establishing that due diligence and standards of reasonable care were employed to assure that the design complies with all jurisdictional requirements relating to the design of and facilities to accommodate the disabled.
 - 1.15 Consultant shall perform professional services in accordance with public laws, ordinances, and regulations applicable to the Project to be performed under this Agreement. The Consultant shall be responsible for determining the identity and effect of any and all applicable requirements shall certify in writing that the documents in the Final Submittal are in compliance with all the applicable requirements and shall accept responsibility for any changes arising from the failure of design team entities to properly identify and comply with such requirements.
 - 1.16 Consultant shall designate as the Project Manager a principal or licensed member of Consultant's staff who shall be approved by Project Manager and who shall be in charge of the services for the Project commencing with the preparation of Schematic Designs through the completion of construction so long as such Project Manager's performance is acceptable to Project Manager.
 - 1.17 Consultant shall abide by all regulations imposed by County determined funding sources, including but not limited to, auditing requirements, and payroll affidavits.
 - 1.18 Consultant shall be responsible for the completeness and coordination of Consultant services, notwithstanding the review, checking, plan checking, approval, acceptance of construction documents, or payment for any services under this Agreement by the County, Project Manager, or Jurisdictional Agencies. Nor shall such actions by County be construed to operate as a waiver of its rights under this Agreement or of any cause of action arising out of or in connection with the performance of Consultant's obligations under this Agreement.
 - 1.19 Consultant shall attend ten (10) meetings with the County during design phase
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including but not limited to a Project Initiation Meeting; Design Review Committee meeting, Schematic, Design Development, Construction Document review meetings, community meeting(s), Briefings to the Board of Supervisors or their Deputies, and pre-bid walk through meeting(s). In addition, attendance at the preconstruction meeting and all weekly construction meetings shall be required for the duration of construction indicated in the approved Project Schedule described in Section 2 of this Attachment. In no event shall additional compensation be paid to the Consultant by the County for Consultant's attendance at such meetings, unless otherwise approved by County. All meetings described under this Scope of Work shall be at the County's Headquarters Office, unless otherwise designated by the County, and shall be inclusive of all sub-consultants as required by the County.

Consultant shall meet County design criteria at each milestone submittal review meeting (Schematic, Design Development, and Construction Documents) to the County's satisfaction. Consultant shall not be compensated for additional meetings required to accomplish design milestones.

- 1.20 Consultant and Sub-Consultants are responsible for providing their own protective equipment (including, but not limited to hats, shoes, eye/ear protection, etc.) when on the project site.
- 1.21 During development of the design and construction documents, the Consultant shall provide six (6) copies of an updated Monthly Progress Report, which delineates the work completed and progress for each task and any other pertinent information. In no event shall additional compensation be paid to Consultant by the County for these reports. The Monthly Progress Report shall be submitted not later than five (5) business days following the last day of the reporting month. The report shall include, but not be limited to, the following items:
 - 1.21.1 Summary review of all key project activities, decisions and directions provided by the County during the reporting period.
 - 1.21.2 The most current project schedule (planned versus actual) identifying any approved changes to the schedule, changes in (or to) the critical path and the projected project completion date.
 - 1.21.3 The most recent update of the Construction Cost Estimate (budgeted vs. actual) with a narrative explanation of any changes.
 - 1.21.4 Review the status of all change requests and approved changes in the Facility Program and/or the Consultant's Scope of Work.
 - 1.21.5 A statement of the percentage of work actually completed as of the date of the Monthly Progress Report.
 - 1.21.6 Certification that all required coordination between design disciplines and consultants participating in the project during the month has occurred.
 - 1.21.7 Other project issues and decisions as appropriate.

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- 1.21.8 Failure to provide the Monthly Report with the required time period may, at the discretion of the County, result in rejection of the applicable progress payment. Delay in providing the Monthly Progress Report as required will be reflected in Consultant Performance Evaluation.

2. PROJECT SCHEDULE (A/E SERVICES)

- 2.1 Within fifteen (15) calendar days from the date of receiving a notice to proceed for services provided under the Agreement, Consultant shall generate and submit six (6) copies of the Project Schedule and one (1) copy of a disk with the schedule data in **Microsoft Project**. **The schedule shall be a cost loaded Critical Path Method (CPM)** formatted schedule. It shall include all activities during all the design phases, including key meetings (per Section 1.19), all value engineering activities, all review periods with calendar dates and all major construction activities. No task by the Consultant shall exceed 30 days. Such schedule also shall include adequate time for County review and approval of submitted documents as described below in Paragraph 2.02, and for obtaining required permits and regulatory approvals.
- 2.2 County shall review the Project Schedule within seven (7) calendar days after receipt of the submission under Section 2.01 and will forward review comments to the Consultant. Consultant, within seven (7) calendar days after receipt of review comments, shall resubmit the Project Schedule per the requirements in Section 2.01 above, reflecting the response to the County's review comments. County shall review and approve the Project Schedule within seven (7) calendar days provided that all review comments to the Project Schedule have been incorporated therein.
- 2.3 Consultant shall update and submit the Project Schedule with the Monthly Progress Report to reflect any changes made during the design phases. Said updates of the Project Schedule shall be included in the monthly progress reports provided for in Section 1.21 above. Any schedule changes resulting from an approved design change and its resulting impact on the Project Schedule must be reported at each regularly scheduled design meeting (per Section 1.19).
- 2.4 If revisions to the scope of work have been approved by the County, the time for the completion of the design phase will be adjusted to the satisfaction of the County. New schedules incorporating the revised scope and/or time requirements shall be prepared and submitted to the County for approval per Section 2.01.

3. GENERAL DESIGN REQUIREMENTS (A/E SERVICES)

Consultant shall comply with all requirements of the Agreement for Consultant Services and with Park Design Guidelines and Standards and the following general

design requirements.

- 3.1 All services will conform to applicable governing codes, regulations, and ordinances.
- 3.2 Any/all site clearance, grading, drainage and Storm Water Pollution Prevention Plan (SWPPP), shall be prepared by a licensed civil engineer unless otherwise approved by County.
- 3.3 Consideration for health and safety pertaining to drainage, and soil conservation, planting, erosion control, and traffic shall be part of these requirements in accordance with acceptable standards.
- 3.4 All utilities will be underground and will meet minimum requirements as prescribed by applicable ordinances and regulations. Consultant will define utilities including but not limited to electricity, sewer, gas, communications and water requirements for the project, and either verify that existing utilities can accommodate the proposed facilities or recommend improvement.

Existing underground utilities will be cut, capped, plugged and relocated as required, or new services will be constructed to serve the proposed improvements. However, service to the facility will not be interrupted during project construction. Energy efficiency and water conservation shall be a consideration the project design.
- 3.5 Project design will minimize the removal of trees and include Parks and Recreation landscaping and tree requirements/preferences. Any requirement to remove trees must first be reviewed and approved by the Department of Parks and Recreations during the design phase.
- 3.6 The design of the proposed improvements shall comply with all applicable sections of the California Access Code, Title 24, California Code of Regulations, and with the intent of the Americans with Disabilities Act of 1990 (ADA).

Note: Where there is a conflict between Title 24 and ADA, the more stringent code as determined by DPR shall apply.
- 3.7 Parking will be provided as required by Los Angeles County Code Section 22.52.1175. Consultant shall verify parking requirements with the County of Los Angeles Department of Regional Planning during the schematic phase of design.
- 3.8 Public Safety and vandalism reduction will be important considerations in the development of the design.
- 3.9 Space for fire apparatus as required by the Uniform Fire Code and fire hydrants in accordance with the Los Angeles County Fire Department's Fire Prevention Regulations will be provided.

4. SCHEMATIC DESIGN PHASE (A/E SERVICES)

Upon authorization by County to proceed with Schematic Design Phase, Consultant shall:

- 4.1 Review the approved Project facility program, budget and other available data per Section 1.4.
- 4.2 Prepare and update Construction Cost Estimate to be included in each Monthly Progress Report and in the Final Basis of Design Report. All Construction Cost Estimate submittals shall conform to the Construction Specifications Institute (CSI) format. The Consultant shall validate that the Program Construction Cost Estimate is adequate for the project defined in the Program before initiating any design work. The Consultant shall certify in writing that the alternatives presented at the Schematic Design Phase can be achieved within the Program Construction Cost Estimate and that the construction-related elements of the project defined by the approved CO's can be implemented within the Construction Cost Estimate and the approved budget, as defined in the Agreement

All Construction Cost Estimate updates shall highlight changes made since the previous Construction Cost Estimate Update. Increases of ten 10% or more in the Construction Cost Estimate shall be identified in writing to the PM.

- 4.3 Submit with the schematic design submittal, written verification that Consultant and all relevant sub-consultants have visited, and familiarized themselves with the site and all elements relevant to the project. Failure to submit this documentation may result in rejection of the submittal by the County.
- 4.4 Prepare schematic design concepts fulfilling all Facility or Architecture Program Requirements including site plans, floor plans, tabulation of both gross and assignable floor areas, elevations, sections and other drawings necessary to graphically depict and fully describe the Project. If alternative concepts were not prepared for an earlier feasibility study (see Section 1.06 of this Attachment), prepare a minimum of three (3) alternate schematic design proposals for consideration by the County and revise concepts, if requested by County, and recommend the preferred alternative(s) for presentation to the Department of Parks and Recreation Design Review Committee. Consultant shall provide once (1) set of mounted drawings for presentation at the Design Review Committee meeting. In addition, provide ten (10) sets of 11" x 17" schematic drawings for review by the Design Review Committee, six (6) sets of full size drawings for County review and approval ten (10) days prior to the Design Review Committee meeting, and an electronic file as described in Section 7.1 of Consultant Responsibilities.
- 4.5 Be required to undertake a second review by the Design Review Committee of the acceptable design concept in the event major changes and/or

corrections arise from the first Design Review Committee meeting. In no event shall additional compensation be made by the County for these meetings.

- 4.6 Prepare outline specifications for the approved design concept in sufficient detail and in a form satisfactory to the Project Manager to permit an analysis of the proposed construction, criteria, and performance standards of materials and methods of construction specified, and a comparison to the initial facility program requirements.
- 4.7 Prepare a written Schematic Phase Project construction cost estimate for the approved design and for each alternate, if requested.

5. DESIGN DEVELOPMENT PHASE (A/E SERVICES)

Upon authorization by Project Manager to proceed with the Design Development Phase, Consultant shall:

- 5.1 Based on the approved schematics, prepare plot plans; Architecture, structural, mechanical and electrical floor plans; elevations; cross-sections; and other required drawings; and outline specifications describing the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, and type of structural, mechanical and electrical systems. Provide a reference grid using an XY coordinate system on all Design Development and Construction Document phase plans for identification of specific drawing features. Grid lines shall be on a separate layer of CADD drawings so that they can be shown or hidden as requested.
- 5.2 Prepare a construction cost estimate in a material and labor breakdown form based on the Design Development drawings and specifications.
- 5.3 The information in the Design Development Phase shall be sufficiently complete to cover all matters which will materially affect the cost of the Project, and all essential operational requirements of the project program.
- 5.4 Furnish to County a mounted and framed (without glass) perspective rendering of the Project in color.
- 5.5 Provide six (6) sets of full size Design Development drawings, an updated project schedule, and an electronic file (as described in Section 7.1 of Consultant Responsibilities) for County review and approval.
- 5.6 Revise Design Development documents as needed to the satisfaction of County.

6. CONSTRUCTION DOCUMENTS PHASE (A/E SERVICES)

Upon authorization by County to proceed with the Construction Documents Phase, Consultant shall:

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- 6.1 Based on the approved Design Development plans, prepare Construction Documents consisting of working drawings, specifications, and construction cost estimates in a form satisfactory to Project Manager and secure all required approvals and permits from jurisdictional agencies and utility providers. Prepare construction documents in full compliance with applicable building codes, ordinances, and other regulatory authorities. Submit to County for final review.

Any additional work required to get necessary approvals is not subject to additional compensation.

- 6.2 Submit six (6) full size sets of Construction Documents, specifications, and an electronic file (as described in Section 7.1 of Consultant Responsibilities) at the following stages for County's review and comments: 50 percent completion, 75 percent completion, 90 percent completion, and 100 percent completion.

6.3 General Submittals and Approvals

Submittals will be reviewed by the County and other agencies as deemed necessary by County. As part of any re-submittal, the Consultant shall identify where in the re-submittal document(s) revisions have been made, i.e., original and/or current specification section, current drawing sheet, etc. Failure to identify the revisions and to address the County's comments may result in rejection of the submittal.

The Consultant is responsible for the coordination and resolution of all design review comments - including those which may conflict. The Consultant shall coordinate with the County to resolve conflicting comments that cannot otherwise be resolved. The Consultant shall provide a written disposition for all design review comments prior to County approval and acceptance of the Final Submittal for that design phase and before receiving the Notice-To-Proceed for the next design phase. Any changes or corrections found by the County to have been misidentified by the Consultant as having been completed on the Design Review Comment forms and accompanying written disposition submittal shall result in the County back-charging the Consultant for reimbursement of Staff time and other costs associated with verifying and re-documenting the need for desired changes and/or corrections as specified in the Agreement. Changes or corrections not completed because of opinion or interpretation differences between the Consultant and the County shall be identified as such in the Design Review Comment forms and shall be resolved prior to Consultant's receipt of a Notice-To-Proceed for the following design phase. If County issues a Notice-To-Proceed for the following design phase before any such differences or disputes are resolved, it is understood and agreed that the County expressly reserves all and waives none of its rights and remedies in connection with such differences or disputes.

6.4 Final Submittals-All Design Phases

6.4.1 Submittal Dates - Within the time frames stipulated by the Agreement, the Consultant shall submit all required drawings, specifications, calculations, cost estimates and updated Project Schedule for County review.

6.4.2 Acceptance Of Submittals - Within five (5) business days following the receipt of a required submittal, the County shall determine if the submittal is complete and acceptable for review in accordance with the Agreement.

6.4.3 Rejection Of Submittals Due To Incompleteness - If the County rejects the required submittal due to incompleteness, the Project Manager will prepare a written report specifying the reasons for the rejection and reference the required standard(s) that must be met to have the submittal comply with the County's requirements.

The Consultant, at its own expense in terms of financial expenditures and scheduled project delivery time (i.e., no additional funding or time extensions), shall make any corrections necessary to complete the submittal to the required standards within a stipulated time frame agreed upon by the involved parties. The County's review times for all submittals shall commence after the Project Manager has received the complete submittal for review.

6.4.4 Approval/Disapproval Of Submittals – Upon receipt of the complete submittal for the respective design phase, the County, shall have twenty (20) days from the date of acceptance of the submittal to complete the review and proceed.

When the County determines that the required submittal conforms to the Program or its subsequent approved revisions, and properly addresses all comments and all requirements of the Agreement, the County may authorize, in writing, the Consultant to proceed with the next design phase. Processing of all final invoices and payment of all retained fees for work related to preparation of the respective design phase documents will be approved following receipt and approval of the required final submittal documentation. Any approvals by County hereunder shall in no way release or relieve Consultant from its responsibilities, duties of care, and contractual obligations in connection with the work and the Agreement.

If the County determines that the required submittal or any portion thereof does not comply with the program or its subsequent approved revisions, approved comments and changes, approved prior submittals or non-compliance with prescribed CAD standards and/or document formats, the County shall disapprove the submittal and deliver to the Consultant a written report identifying any deficiencies or problems within the twenty (20) business day agreed upon by both parties. This report shall consist of comments specifying and referencing the reasons for disapproval of

the design phase required submittal, any design review comment forms and state the need of the submittal to meet and address all required standards and comments before receiving approval and a Notice-to-Proceed for the next phase of design.

The Consultant, at its own expense in terms of financial expenditures and scheduled project delivery time (i.e., no additional funding or time extensions), shall make any corrections necessary to correct or complete the submittal to the required standards within a stipulated time frame agreed upon by the involved parties. The County's review times for all submittals shall commence after the Project Manager has received the complete submittal for review.

- 6.5 Prepare a color and finish schedule and all revisions thereof.
- 6.6 Provide material samples boards of colors and finishes proposed for the project.
- 6.7 Submit final Construction Documents per the requirements in Section 7.1.
- 6.8 Consultant shall prepare two (2) full sets of wet signed construction documents. One set shall be submitted to the County and one set shall be retained by the Consultant for no less than five (5) years from Board acceptance of the project.
- 6.9 Prepare plans, specifications, and construction cost estimates (PS&Es) in CSI format including all Technical Divisions (1-16). Prepare project-specific revisions to Supplementary Conditions, Project General Requirements, forms of bid proposal and other documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of the Project and incorporating County standard documents and/or documents of appropriate authorities as furnished by Project Manager.

7. FINAL DELIVERABLES (A/E SERVICES)

- 7.1 Submit ten (10) full-size sets, unless otherwise specified, of black line final Construction Documents and an electronic file, including all necessary corrections, which shall present a clear and complete coverage of the Project for the proper submission of bids and the orderly expeditious construction of the Project.

Final electronic files shall be submitted in a format compatible with County computer software.
- 7.2 Submit ten (10), unless otherwise specified, printed unbound copies (final version) of specifications and one (1) CD-ROM Disk Copy.
- 7.3 If aerial surveys were performed, submit final documents per the requirements in Section 7.1.
- 7.4 Other Project Information: one (1) printed copy of any and all reports,

studies, or tests containing project information performed by Consultant, sub-consultant, or specialist.

- 7.5 As Built Plans: ten (10) full size black line sets of the REVISED project plans, reflecting as-built changes and one (1) set in CD ROM format in accordance with Section 7.01 of this Exhibit. (Each drawing sheet shall be prominently noted "RECORD DRAWING"). The CAD layering system used the Consultant shall make it possible to print out a correct, unclouded as-built print. All as-built changes shall be clouded with a numbered delta symbol keyed to a numbered delta symbol in the title block Revisions column.

8. BIDDING PHASE (A/E SERVICES)

Upon solicitation of bids by County, Consultant shall:

- 8.1 Prepare clarification documents and addenda for release by Project Manager as required.
- 8.2 Assist Project Manager with review, evaluation, and recommendations for awarding construction contract.
- 8.3 Assist County in solicitation of bids for the Project.

9. INTENTIONALLY OMITTED

10. BIDDING PROCESS (A/E SERVICES)

Construction Observation Upon award of Construction Contract by County, Consultant shall:

- 10.1 Consultant shall, prior to construction, prepare a written and graphic survey of any and all portions of the existing irrigation system affected by construction. The survey shall include all lines, heads valves, backflow preventers, flow meters, and any other equipment of the system, and shall document the condition of the system at the start of construction.
- 10.2 Consultants and Sub-Consultants, if required, shall make periodic visits to the Project (in addition to weekly construction meetings) as necessary to ascertain the progress of the Project and its general compliance with Construction Documents. Consultant shall document each site visit and record in writing all findings during the visits and distribute as directed by the Project Manager. Consultant shall attend weekly project construction meetings and prepare Request for Quotation and Change Order documents for review and approval by the County. Consultant shall also visit the Project promptly whenever requested to do so by County. In no event shall additional compensation be paid to Consultant by the County for these site visits or the weekly meetings without the prior written

approval of the Project Manager. Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project, and he/she shall not be responsible for the construction contractor's failure to carry out the Project in accordance with the Construction Documents.

- 10.3 Interpret the Construction Documents and prepare responses to Requests for Information within seven (7) calendar days of receipt from the Project Manager. Furnish one copy in reproducible form of any clarification drawings and other documentation required. Review and analyze price quotations received from the construction contractor for proposed change orders and advise Project Manager as to the acceptability of same.
- 10.4 Make monthly reports in writing to Project Manager, as to the progress of the Project by the contractor and furnish other customary reports when requested by Project Manager.
- 10.5 Recommend to County necessary addition or deletion of items of work covered by unit prices in the construction contract when determined to be necessary and previously approved by Project Manager.
- 10.6 Review and approve all submittals by construction contractor, including but not limited to Shop Drawings, Product Data and Samples, and Material Submittals, for conformance with design concept and Contract Documents. All reviews will be accomplished in a timely manner so as to cause no delays in the work.

All reviews will be accomplished in the priority and sequence of construction indicated on the approved construction schedule. The period for review of all submittals shall not exceed (10) business days unless otherwise agreed upon by all parties to the Agreement.
- 10.7 Log and track dates of the submission, acceptance/rejection and return of all submittals.
- 10.8 Review the Contractor's submittal log as a submittal noting any missing items or additional-data required.
- 10.9 Approve material samples for color and finish.
- 10.10 Review and advise Project Manager as to the acceptability of any substitutions proposed by the construction contractor.
- 10.11 Advise Project Manager as to acceptability of test reports, methods, materials, equipment and systems.
- 10.12 Assemble and deliver to Project Manager written guarantees, operating and maintenance instruction books, diagrams, and charts required of the construction contractor.
- 10.13 Participate in the final acceptance and determination of acceptability of work performed by the construction contractor.
- 10.14 Prepare deficiency/punch lists and submit to Project Manager for

construction contractor to remedy any such deficiencies in accordance with applicable contract plans and specifications.

- 10.15 At the conclusion of construction, revise the original working drawings and one copy of the specifications to show all changes made during construction based upon the construction contractor's records as provided for in the construction documents. Each drawing sheet shall be prominently noted "Record Drawings (Refer to Section 7.05 for As-Built requirements). Provide County with ten (10) sets of As-Built plans and specifications and one (1) electronic file in CD ROM format for each, in accordance with Section 7.5. The Consultant shall submit the completed As-Built documents to the County within 45 days of Consultant's receipt of the Contractor's drawings. The As-Built documents shall become property of County.
- 10.16 Upon request of County, advise Project Manager of deficiencies in construction of the Project which develop subsequent to acceptance of the Project but prior to expiration of the warranty period of the Project, and review satisfactory methods for corrections of such deficiencies.
- 10.17 Examine each payment request submitted by the construction contractor. When such payment request is found to be correct, Consultant shall sign the payment request form and forward same to Project Manager. If, for any reason, Consultant or his designated representative is unavailable, or Project Manager otherwise so elects, Project Manager may examine, approve, and certify said payment application without Consultant's signature, on behalf of County.

11. ADDITIONAL SERVICES (A/E SERVICES)

Consultant agrees to provide additional professional services when directed in writing by County, provided that the compensation therefore has been agreed upon by Project Manager and Consultant. Such additional services are defined as, but not limited to:

- 11.1 Revision of Construction Documents and previously approved documents to accommodate changes outside of the original scope of work.
- 11.2 Preparation of dimensioned drawings of existing structures.
- 11.3 Additional services necessary to supervise correction of defects in or damage to the Project (excluding corrections of defects or damage related to or arising from the errors or omissions of Consultant).
- 11.4 Additional services caused by the delinquency or insolvency of the construction contractor during or after the warranty period.
- 11.5 Preparation of models, at a scale acceptable to Project Manager, and special delineations other than studies made at Consultant's option.
- 11.6 Preparation of additive or deductive alternate proposals outside the original scope of work to be included in the Construction Documents.

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- 11.7 Providing surveys and special studies including, but not limited to topographic, boundary, or site surveys, geo-technical studies, geology and soil reports hydrology studies, site selection evaluations, or comparative or special studies of prospective sites. Note: when preparing written reports, Consultant shall include the City Mailing Address of the subject property on the report cover.
- Example: El Cariso Community Park, 13100 Hubbard Street Sylmar, CA 91342 (Do not write "Los Angeles County, CA").
- 11.8 Preparing documents for segregated bids or phased construction unless included as part of Facility Program.
- 11.9 Conducting or attending meetings in addition to those required in Section 1.19 or required elsewhere in the Agreement.
- 11.10 Should Consultant's services for Construction Management be requested above and beyond those services listed above under Construction Observation, and additional compensation therefore be agreed upon by Project Manager and Consultant, Consultant, shall, upon award of Construction Contract by County:
- 11.10.1 Request quotations from contractor for potential change orders to Construction Documents which are necessary as a result of changes to the scope of work. Obtain from the construction contractor a breakdown estimate of construction cost showing material and labor quantities when so directed by Project Manager. Negotiate change order cost with construction contractor, if necessary, and so directed by the Project Manager, subject to the Project Manager's approval.
 - 11.10.2 Maintain an accurate and real time payment tracking report, including routine progress payments and change order payments, with respect to the Project's overall construction budget. Make reports available to Project Manager monthly or as requested.
 - 11.10.3 Maintain a comprehensive Project file including all applicable construction correspondences, invoices, reports or other pertinent information. Project file shall become the property of County.
- 11.11 Provide interior design services required for or in connection with the specification of furniture and furnishings unless included as part of Facility Program.
- 11.12 Make investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County.
- 11.13 Prepare operating and maintenance manuals and training personnel for operation and maintenance.

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- 11.14 Prepare to serve as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

II. PLANNING AND ENVIRONMENTAL (P/E) SERVICES

12. PLANNING AND ENVIRONMENTAL (P/E) SERVICES

- 12.1 Consultant shall submit draft public notices (including, but not limited to, Notice of Preparation, Notice of Availability, Save the Date, public meeting announcements, etc.) to the County for review at least two weeks in advance of the required posting, publication or mailing.
- 12.2 Consultant shall employ the most effective, current technology, including digital and electronic methods, for assessing public opinion and preferences during the park master planning and conceptual design phases of project planning.
- 12.3 Consultant shall prepare all public mailings and notices to show the County and DPR seals, as well as a return address of County of Los Angeles Department of Parks and Recreation and the address of the Planning & Development Agency which is currently 510 South Vermont Avenue, Suite 201, Los Angeles, CA 90012.
- 12.4 Consultant shall cooperate with other professionals employed by County to perform services related to the Project.
- 12.5 Consultant shall review available data pertinent to Project.
- 12.6 Consultant shall bring to the Project Manager's attention any discrepancies between the County's requirements and procedures, and the Facility Program or Scope of Work. Consultant shall provide recommendations for resolving those discrepancies.
- 12.7 Consultant shall develop a cost effective approach to the Project.
- 12.8 Consultant shall correct or revise, without additional cost to County, any errors or deficiencies in Consultant's services furnished under this Agreement.
- 12.9 Consultant shall promptly make all corrections and revisions required to rectify errors, omissions, or deficiencies in Consultant's services furnished under this Agreement discovered by Consultant or reported to Consultant by County. In no event shall the preparation of such revisions or corrections result in an increase in the compensation to be paid by County under this Agreement.
- 12.10 Upon submittal of the final deliverables for each milestone, the Consultant shall certify in writing that the project and associated costs are consistent with the approved Project Proposal or Scope of Work approved Cost Estimate, and all approved scope changes, and shall accept responsibility for all changes (including fiscal) to the project which result from the

Consultant's failure to properly coordinate the efforts of the associated discipline entities. Deliverables that do not comply with the Proposal or Scope of Work, which exceed the approved Cost Estimate or do not conform with the approved or directed changes to prior submittals must be corrected at the Consultant's expense.

- 12.11 Consultant shall be responsible for the professional and technical accuracy, completeness and coordination of project deliverables furnished by Consultant under this Agreement.
- 12.12 Consultant shall perform professional services in accordance with public laws, ordinances, and regulations applicable to the Project to be performed under this Agreement. The Consultant shall be responsible for determining the identity and effect of any and all applicable requirements and shall certify in writing that the documents in the Final Submittal are in compliance with all the applicable requirements and shall accept responsibility for any changes arising from the failure of consultant team entities to properly identify and comply with such requirements.
- 12.13 Consultant shall designate as the Project Manager a principal or licensed (certified or equivalent) member of Consultant's staff who shall be approved by County and who shall be in charge of the services for the Project from commencement through project completion so long as such Project Manager's performance is acceptable to County.
- 12.14 Consultant shall abide by all regulations imposed by County determined funding sources, including but not limited to, auditing requirements, and payroll affidavits.
- 12.15 Consultant shall be responsible for the completeness and coordination of Consultant services, notwithstanding the review, checking, approval, acceptance of deliverables, or payment for any services under this Agreement by the County, Project Manager, or Jurisdictional Agencies. Nor shall such actions by County be construed to operate as a waiver of its rights under this Agreement or of any cause of action arising out of or in connection with the performance of Consultant's obligations under this Agreement.
- 12.16 Consultant shall attend ten (10) meetings with the County during the duration of the project. In no event shall additional compensation be paid to the Consultant by the County for Consultant's attendance at such meetings.
- 12.17 Consultant shall meet County project criteria at each milestone submittal review meeting to the County's satisfaction. Consultant shall not be compensated for additional meetings required to accomplish milestones.
- 12.18 All meetings described under this Scope of Work shall be at the County's Headquarters Office, unless otherwise designated by the County, and shall be inclusive of all Subconsultants as required by the County.

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- 12.19 Consultant and Sub-Consultants are responsible for providing their own protective equipment (including, but not limited to hats, shoes, eye/ear protection, etc.) when on the project site.
- 12.20 During project development, the Consultant shall provide an updated Monthly Progress Report, which delineates the work completed and progress for each task and any other pertinent information. In no event shall additional compensation be paid to Consultant by the County for these reports. The Monthly Progress Report shall be submitted not later than five (5) business days following the last day of the reporting month. The report shall include, but not be limited to, the following items:
- 12.20.1 Summary review of all key project activities, decisions and directions provided by the County during the reporting period.
 - 12.20.2 The most current project schedule (planned versus actual) identifying any approved changes to the schedule, changes in (or to) the critical path and the projected project completion date.
 - 12.20.3 Review the status of all change requests and approved changes in the Project Proposal and/or the Consultant's Scope of Work.
 - 12.20.4 A statement of the percentage of work actually completed as of the date of the Monthly Progress Report.
 - 12.20.5 Certification that all required coordination between design disciplines and consultants participating in the project during the month has occurred.
 - 12.20.6 Other project issues and decisions as appropriate.
 - 12.20.7 Failure to provide the Monthly Report with the required time period may, at the discretion of the County, result in rejection of the applicable progress payment. Delay in providing the Monthly Progress Report as required will be reflected in Consultant's Consultant Performance Evaluation.

13. PROJECT SCHEDULE (P/E SERVICES)

- 13.1 Within fifteen (15) calendar days from the date of receiving a Notice to Proceed for services provided under the Agreement, Consultant shall generate and submit six (6) copies of the project schedule and one (1) electronic copy with the schedule data in Microsoft Project showing project milestones with start and completion dates of all anticipated work tasks for the applicable scope of work. It shall include all tasks during each project phase, including key meetings (per Section 1.19) and all review periods with calendar dates. Such schedule also shall include adequate time for County review and approval of submitted documents (3 weeks).
- 13.2 County shall review the Project Schedule within seven (7) calendar days

after receipt of the submission under Section 13.01 and will forward review comments to the Consultant. Consultant, within seven (7) calendar days after receipt of review comments, shall resubmit the Project Schedule per the requirements in Section 13.1 above, reflecting the response to the County's review comments. County shall review and approve the Project Schedule within seven (7) calendar days provided that all review comments to the Project Schedule have been incorporated therein.

- 13.3 Consultant shall update and submit the Project Schedule with the Monthly Progress Report to reflect any changes made during the project phases. Said updates of the Project Schedule shall be included in the monthly progress reports provided for in Section 12.19 above. Any schedule changes resulting from an approved scope change and its resulting impact on the Project Schedule must be reported at each regularly scheduled project meeting (per Section 12.19).
- 13.4 If revisions to the scope of work have been approved by the County, the time for the completion of the design phase will be adjusted to the satisfaction of the County. New schedules incorporating the revised scope and/or time requirements shall be prepared and submitted to the County for approval per Section 13.3.

14. GENERAL PROJECT REQUIREMENTS (P/E SERVICES)

Consultant shall comply with all requirements of the Agreement for Consultant Services and all applicable governing codes, regulations, and ordinances.

15. FINAL SUBMITTALS (P/E) SERVICES

- 15.1 Submittal Dates - Within the time frames stipulated by the Agreement, the Consultant shall submit all required documents and updated Project Schedule for County review.
- 15.2 Acceptance Of Submittals - Within five (5) business days following the receipt of a required submittal, the County shall determine if the submittal is complete and acceptable for review in accordance with the Agreement.
- 15.3 Rejection Of Submittals as Incomplete - If the County rejects the required submittal as incomplete, the County Project Manager will prepare a written report specifying the reasons for the rejection and reference the required standard(s) that must be met to have the submittal comply with the County's requirements.
 - 15.3.1 The Consultant, at its own expense in terms of financial expenditures and scheduled project delivery time (i.e., no additional funding or time extensions), shall make any corrections necessary to complete the submittal to the required standards within

a stipulated time frame agreed upon by the involved parties. The County's review times for all submittals shall commence after the Project Manager has received the complete submittal for review.

15.4 Approval/Disapproval Of Submittals - Upon receipt of the complete submittal for the respective design phase, the County shall have twenty (20) calendar days from the date of acceptance of the submittal to complete the review and proceed.

15.4.1 When the County determines that the required submittal conforms to the project scope of work or its subsequent approved revisions, and properly addresses all comments and all requirements of the Agreement, the County may authorize, in writing, the Consultant to proceed with the next design phase. Processing of all final invoices and payment of all retained fees for work related to preparation of the respective project documents will be approved following receipt and approval of the required final submittal documentation. Any approvals by County hereunder shall in no way release or relieve Consultant from its responsibilities, duties of care, and contractual obligations in connection with the work and the Agreement.

15.4.2 If the County determines that the required submittal or any portion thereof does not comply with the scope of work or its subsequent approved revisions, approved comments and changes, or approved prior submittals the County shall disapprove the submittal and deliver to the Consultant a written report identifying any deficiencies or problems within the twenty (20) calendar days agreed upon by both parties. This report shall consist of comments specifying and referencing the reasons for disapproval of the submittal, any review comment forms and state the need of the submittal to meet and address all required standards and comments before receiving approval and a Notice-to-Proceed for the next phase of the project.

15.4.3 The Consultant, at its own expense in terms of financial expenditures and scheduled project delivery time (i.e., no additional funding or time extensions), shall make any corrections necessary to correct or complete the submittal to the required standards within a stipulated time frame agreed upon by the involved parties. The County's review times for all submittals shall commence after the Project Manager has received the complete submittal for review.

16. FINAL DELIVERABLES (P/E SERVICES)

16.1 Required deliverables will vary based on the specific project scope and jurisdictional requirements. Deliverables shall at a minimum include the following:

16.1.1 Categorical Exemption: 5 bound copies, 1 electronic copy

- 16.1.2 Environmental Document: Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report - 5 bound copies; 20 electronic copies on a CD.
- 16.1.3 Notice of Availability (40 notices to be mailed to interested parties 1 electronic copy).
- 16.1.4 Notice of Determination: 1 original, 1 electronic copy.
- 16.1.5 Planning deliverables: 5 copies of all final deliverables and 5 electronic copies.
- 16.1.6 Reports and documentation, including but not limited to technical reports, GIS/GPS data, aerial photographs, studies or tests containing project information performed by Consultant, Sub-Consultant, or specialist: 5 copies of all final deliverables and 5 electronic copies.

17. ADDITIONAL SERVICES (P/E SERVICES)

Consultant agrees to provide additional professional services when directed in writing by County, provided that the compensation therefore has been agreed upon by County and Consultant. Such additional services are defined as, but not limited to:

- 17.1 Providing surveys and special studies including, but not limited to topographic, boundary, or site surveys, technical studies, site selection evaluations, or comparative or special studies of prospective sites. Note: when preparing written reports, Consultant shall include the City by Mailing Address of the subject property on the report cover.

Example: El Cariso Community Park, 13100 Hubbard Street Sylmar, CA 91342 (Do not write "Los Angeles County, CA")

- 17.2 Conducting or attending meetings in addition to those required in Section 1.19 or required elsewhere in the Agreement.
- 17.3 Prepare to serve as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 17.4 Preparation of models, at a scale acceptable to Project Manager, and special delineations other than studies made at Consultant's option.
- 17.5 Preparation of additive or deductive alternate proposals outside the original scope of work to be included in the documents.

BASIC FEE SCHEDULE (FOR A/E SERVICES)

Estimated Construction Cost		Consultant's Fixed Fee
\$0	\$200,000	10.5%
\$200,001	\$500,000	\$21,000 plus 9.5% in excess of \$200,000
\$500,001	\$1,000,001	\$49,500 plus 9.0% in excess of \$500,000
\$1,000,001	\$2,000,000	\$94,500 plus 8.5% in excess of \$1,000,000
\$2,000,001	\$5,000,000	\$179,500 plus 8.0% in excess of \$2,000,000
\$5,000,001	\$10,000,000	\$419,500 plus 7.5% in excess of \$5,000,000
\$10,000,001	\$20,000,001	\$794,500 plus 7.0% in excess of \$10,000,000
\$20,000,001	And over	\$1,494,500 plus 6.0% in excess of \$20,000,000

Remodel projects may have fees up to 1.5 times the basic fee. This is negotiable based upon the complexity of the project.

As set forth in Paragraph 3c of the Agreement, as compensation for design services performed by Consultant, Consultant shall receive a fixed fee for each individual Project, which fixed fee shall, except as otherwise provided for herein, be determined by the County applying the construction cost estimate for the Project, as determined by the County to the Architecture and engineering fee formula contained in the Basic Fee Schedule above, adopted by the Board of Supervisors on August 21, 1990. The construction cost estimate for a Project determined by County will be provided to the Consultant for each individual Project. Alternatively, the County may in its sole discretion, determine to base Consultant's fixed fee for a particular Project on the negotiation of that fixed fee with Consultant using Consultant's Fee Schedule (and Sub-Consultant(s) Fee Schedule(s), if applicable) which is attached to the Agreement as Attachment C. In all events, however, the alternative whereby the fixed fee is based on negotiation between County and Consultant shall only be used where the negotiation process results in a fixed fee whose monetary amount is lower than if the fixed fee is determined by applying the construction cost estimate for the Project to the fee formula contained in the Basic Fee Schedule above.

APPENDIX C

MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT PARKS AND RECREATION

AND

(CONTRACTOR)

FOR

AS NEEDED CONSULTANT SERVICES

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- I SUBSEQUENT EXECUTED NTPS (not attached)**

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF MPARKS AND RECREATION
AND

FOR

SERVICES**

This Master Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as County and _____, hereinafter referred to as Consultant, to provide _____ Services.

RECITALS

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

WHEREAS, the Consultant is a private firm specializing in providing _____ Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors (Board) has authorized the Director of Department of Parks and Recreation, or designee, to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other

work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Consultant's Administration
- 1.3 EXHIBIT C - Consultant's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F- Sample NTP Formats
- 1.7 EXHIBIT G - Forms Required For Each NTP before Work Begins

Unique Exhibits:

Intellectual Property Developed/Designed by Consultant Forms

- 1.8 EXHIBIT H - Forms Required at Completion of Each NTP Involving Intellectual Property that is Developed/Designed by Consultant

NTPs Executed Under this Master Agreement

- 1.9 EXHIBIT I - Subsequent Executed NTPs

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

2.0 DEFINITIONS

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

- 2.1 Chief of Planning/Chief of Development:** Person who oversees the program of Planning and Development Divisions, or his/her designee; assigns and delegates County Project Manager and County Project Administrator
- 2.2 NTP (Notice to Proceed):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the

performance of tasks and/or provision of deliverables as described in a specification or a Scope of Work.

- 2.3 Consultant:** Identifies a Qualified Consultant who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given NTP award.
- 2.4 Consultant Project Manager:** The individual designated by the Consultant to administer the Master Agreement operations after the Master Agreement award.
- 2.5 County Deputy Director:** Person designated by Director with authority to negotiate and recommend all changes on behalf of County and to approve all NTPs solicitations and executions, or his/her designee.
- 2.6 County Project Administrator:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.7 County Project Manager:** Responsible for coordinating and monitoring the NTPs.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Department:** the County of Los Angeles Department of Parks and Recreation.
- 2.10 Director:** Director of the Department of Parks and Recreation or his/her designee.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** County's standard agreement executed between County and individual Consultants. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent NTPs.
- 2.13 Qualified Consultant:** A Consultant who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.
- 2.14 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.15 Statement of Qualifications (SOQ):** A Consultant's response to an RFSQ.

- 2.16 **Scope of Work:** A written description of tasks and/or deliverables desired by County for a specific NTP.
- 2.17 **Subconsultant:** Company or firm selected by the Lead Consultant, and approved by the County, whose services or work products are coordinated through the Lead Consultant identified in the NTP.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Consultant shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If Consultant provides any task, deliverable, service, or other work to County that utilizes other than approved Consultant Personnel, and/or that goes beyond the NTP expiration date, and/or that exceeds the Total Maximum Amount as specified in the NTP as originally written or modified in accordance with Subsection 8.1, Amendments, these shall be gratuitous efforts on the part of Consultant for which Consultant shall have no claim whatsoever against County.
- 3.3 In the event Consultant defaults three times under this Section within a given County fiscal year, then County may terminate this Master Agreement pursuant to Subsection 8.42, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director, as authorized by the Board of Supervisors. This Master Agreement shall expire on _____ unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of **five (5) years and six (6) months**. Each such option and extension shall be exercised at the sole discretion of the Director as authorized by the Board of Supervisors.

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.

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

5.0 CONTRACT SUM

- 5.1 Consultant shall not be entitled to any payment by County under this

Master Agreement, except pursuant to validly executed and satisfactorily performed NTPs. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder (“maximum annual expenditures”) may not exceed **\$30,000,000 (30 Million Dollars)** as allocated to the Department by the County Board of Supervisors in their approved budgets. The Department has sole discretion to expend some, all, or none of such budgeted amounts. In addition, the budgeted amounts will be awarded in a manner, not to exceed \$5 Million, per consultant. The sum of such annual expenditures, for the duration of the Master Agreement, is the Contract Sum.

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

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

Consultant shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Master 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 Master 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 Master Agreement.

5.4 **Invoices and Payments**

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Consultant shall separately invoice County for each NTP by deliverable, on a fixed price per deliverable basis.

5.4.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each NTP less any amounts assessed in accordance with Subsection 8.25, Liquidated Damages.

- 5.4.3 County shall not pay Consultant for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Consultant pursuant to NTPs issued hereunder must receive the written approval of County Project Manager, who shall be responsible for a detailed evaluation of Consultant's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable NTP.
- 5.4.6 **Invoice Content**

The period of performance specified in Consultant's invoice(s) must coincide with the period of performance specified in the applicable NTP.

Fixed Price Per Deliverable

Each invoice submitted by Consultant shall specify:

- County numbers of the NTP and Consultant's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A. The County shall notify the Consultant in writing of any change in the names or addresses shown.

6.1 County Deputy Director

- a. has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Consultant.
- b. is the approving authority for individual NTP solicitations and executions.

6.2 County Project Manager

A Project Manager will be assigned for each NTP by County Project Administrator.

6.2.1 The responsibilities of the County Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual NTP are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Consultant to perform NTPs;
- coordinating and monitoring the work of Consultant personnel assigned to the Project Manager's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Consultant performance and progress on the NTP;
- coordinating with Consultant Project Manager, on a regular basis, regarding the performance of Consultant's personnel on each particular project;
- providing direction to Consultant in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County Project Managers are not authorized to make any changes in NTP labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Subsection 8.1.

6.3 County Project Administrator

The County Project Administrator is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Administrator shall prepare and issue NTPs and any Amendments thereto, and generally be the first person for Consultant to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONSULTANT

7.1 Consultant's Project Manager

7.1.1 Consultant's Project Manager is designated in Exhibit B. The Consultant shall notify the County in writing of any change in the name or address of the Consultant's Project Manager.

7.1.2 Consultant's Project Manager shall be responsible for Consultant's day-to-day activities as related to this Master Agreement and shall coordinate with County Project Managers on a regular basis with respect to all active NTPs.

7.2 Consultant's Authorized Official(s)

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

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

7.3 Approval of Consultant's Staff

County has the absolute right to approve or disapprove all of Consultant's staff performing work hereunder and any proposed changes in Consultant's staff, including, but not limited to, Consultant's Project Manager. Consultant shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Consultant's Staff Identification

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

OR

Use the following paragraph if County is responsible for providing identification badges to the Consultant's employees.

7.4.1 All of Consultant's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Consultant bears all expense of the badging.

7.4.2 Consultant is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Consultant personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Consultant shall notify the County within one business day when staff is terminated from working under this Master

Agreement. Consultant shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Consultant.

- 7.4.4 If County requests the removal of Consultant's staff, Consultant shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 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 if the member of Consultant's staff passes or fails the background investigation.

- 7.5.2 If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be immediately removed from performing services under the Contract 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.

- 7.5.3 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.

- 7.5.4 Disqualification of any member of Consultant's staff pursuant to this Subsection 7.5 shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1. Consultant shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 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 subcontractors, to comply with this Subsection 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Subsection 7.6 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.
- 7.6.3 Consultant shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Consultant shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Consultant Employee Acknowledgment and Confidentiality Agreement, Exhibit G4.
- 7.6.5 Consultant shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Consultant Non-Employee Acknowledgment and Confidentiality Agreement, Exhibit G5.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Executive Officer or his/her designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Consultant and by Director, or his/her designee.

8.1.2 Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement shall be prepared and executed by the Consultant and by Director to add or delete Skilled Categories or Technical Specializations.

8.2 ASSIGNMENT AND DELEGATION

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

8.2.2 Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

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

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master 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.

8.3 AUTHORIZATION WARRANTY

The Consultant represents and warrants that the person executing this Master Agreement 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 Master Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

The Consultant shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Consultant shall provide the County with the Consultant's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Consultant's policy and provide the Consultant with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Consultant's policy, the Consultant shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 If, at any time, the Consultant wishes to change the Consultant's policy, the Consultant shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Consultant shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within seven (7) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 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.
- 8.5.2 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 subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph 8.5 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.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Consultant shall comply with Exhibit C, Consultant's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Contractor" 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.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of 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 subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Consultant is not required to comply with the Jury Service Program when the Master Agreement 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 “Contractor” or if Consultant no longer qualifies for an exception to the Jury Service 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 Master Agreement and at its sole discretion, that Consultant demonstrate to the County’s satisfaction that Consultant either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Consultant continues to qualify for an exception to the Program.
4. Consultant’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Master 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.
- 8.8.2 The 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 Master Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 8.8 shall be a material breach of this Master Agreement.

8.9 INTENTIONALLY OMITTED

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Consultant require additional or replacement personnel after the effective date of this Master Agreement, 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. Consultants shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.11 CONSULTANT RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Consultant

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

8.11.2 Chapter 2.202 of the County Code

The 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 this Master Agreement, 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.

8.11.3 Non-responsible Consultant

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.

8.11.4 Contractor Hearing Board

1. 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 Contractor Hearing Board.
2. The Contractor 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 Contractor 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.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the

debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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.

5. The Contractor 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 (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
6. 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.

8.11.5 Subcontractors of Consultant

These terms shall also apply to Subcontractors of County Contractors.

8.12 CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO 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 Contractors 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 Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Master Agreement to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Master Agreement maintain in 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 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Consultant's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Master Agreement terms and conditions and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of

Supervisors. The report will include improvement/corrective action measures taken by the County and the Consultant. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

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.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.15.2 If 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 Consultant by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.17 FACSIMILE REPRESENTATIONS

The County and the Consultant hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

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

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subcontractor, 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 subcontractor 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 "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 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.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONSULTANT STATUS

8.21.1 This Master Agreement is by and between the County and the 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 the County and the 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.

8.21.2 The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County 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.

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

8.21.4 The Consultant shall adhere to the provisions stated in Subsection 7.6, Confidentiality.

8.22 INDEMNIFICATION

The Consultant 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Consultant's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subsection 8.23 and Subsection 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Consultant'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 Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant 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 Consultant 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 Consultant, 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 sent to:

County of Los Angeles
Department of Parks and Recreation
Contracts and Golf Division
301 North Baldwin Avenue, Arcadia, CA 91007
Attention: Kandy Hays, Chief

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant'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 Consultant's acts or omissions, whether such liability is attributable to the Consultant 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.

8.23.3 Cancellation of or Changes in Insurance

Consultant shall provide County with, or Consultant'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.

8.23.4 Failure to Maintain Insurance

Consultant'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 Consultant, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

8.23.5 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.

8.23.6 Consultant's Insurance Shall Be Primary

Consultant'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 Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Consultant 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 Consultant shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant'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.

8.23.10 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. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Consultants 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.

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Consultant 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.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 INSURANCE COVERAGE

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

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

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

8.24.3 Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Consultant 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 Consultant'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.

8.24.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

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

- **Property Coverage**

Consultants given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Consultant's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- **Miscellaneous Coverage**

Owners and Consultants Protective Liability, Pollution (Environmental) Liability.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, 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.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement 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 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 One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future NTPs, 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 contractor, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

8.25.3 The action noted in subparagraph 8.25.2 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 Master Agreement.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 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.

8.27.2 The Consultant shall certify to, and comply with, the provisions of Exhibit C, Consultant's EEO Certification.

8.27.3 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.

8.27.4 The Consultant certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 The 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 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 Subsection 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Subsection 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the 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 Master Agreement.
- 8.27.8 The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The Consultant shall bring to the attention of the County Project Administrator and/or County Deputy Director any dispute between the County and the Consultant regarding the performance of services as stated in this Master Agreement. If the County Project Administrator

or County Deputy Director is not able to resolve the dispute, the Director, or his/her designee, shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

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

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Consultant and the County agree that, during the term of this Master Agreement 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.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to Subsection 8.37, Record Retention and Inspection/Audit Settlement, of this Master Agreement; as

well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and 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.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 The Consultant shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the 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 Master Agreement within the following conditions:

- The Consultant shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, 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 County’s Project Director. The County shall not unreasonably withhold written consent.

- 8.36.2 The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Subsection 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement. 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 Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Master Agreement 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.

- 8.37.1 In the event that an audit of the Consultant is conducted specifically regarding this Master Agreement 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 Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Consultant to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the 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 Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 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 Master Agreement.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Consultant **without the advance approval of the County**. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 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 subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Consultant employees.

8.39.4 The Consultant shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Consultant has determined to subcontract, notwithstanding the County's approval of the Consultant's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Master Agreement. The Consultant is responsible to notify its subcontractors of this County right.

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

before any subcontractor employee may perform any work hereunder.

8.40 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 Paragraph 8.13, Consultant's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Subsection 8.42, Termination for Default, and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

- 8.41.1 County may terminate this Master Agreement, and any NTP issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to 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 ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall immediately:

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Master Agreement or NTP shall be maintained by the Consultant in accordance with Subsection 8.37, Record Retention AND Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

- Consultant has materially breached this Master Agreement;
- Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any NTP issued hereunder; or
- Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements of any NTP issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in subparagraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The 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 Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the Consultant shall not be liable for any such excess costs of the type identified in Subparagraph 8.42.2, if its failure to perform this Master Agreement, including any NTP issued hereunder, 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 subcontractor, and if such default arises out of causes beyond the control of both the Consultant and subcontractor, 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 subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42, it is determined by the County that the Consultant was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.41, Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this Subsection 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County officer,

employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

8.43.2 The Consultant shall immediately report any attempt by a County officer or employee 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.

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

8.44 TERMINATION FOR INSOLVENCY

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

- 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;
- The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Consultant; or
- The execution by the Consultant of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subsection 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

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

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 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.

8.51 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 Subsection 8.50, 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.

8.52 TIME OFF FOR VOTING

The Consultant 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 Consultant 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Consultant's work pursuant to this Master Agreement. Consultant, for valuable consideration herein

provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Consultant's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Consultant's work under this Master Agreement.

9.1.2 During the term of this Master Agreement and for five (5) years thereafter, Consultant shall maintain and provide security for all Consultant's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

9.1.3 Any and all materials, software and tools which are developed or were originally acquired by Consultant outside the scope of this Master Agreement, which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, must be specifically identified by Consultant to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Consultant as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.1.4 County will use reasonable means to ensure that Consultant's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Consultant.

9.1.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Consultant in any way under Paragraph 9.1.4, for any of Consultant's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.1.3, or for any disclosure which County is required to make under any state or federal law or order of court.

9.1.6 All the rights and obligations of this Subsection 9.1, shall survive the expiration or termination of this Master Agreement.

9.2 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.2.1 Consultant shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged

infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Consultant's work under this Master Agreement. County shall inform Consultant as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Consultant's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Consultant, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 Consultant shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Consultant, in a manner for which the questioned product was not designed nor intended.

9.3 DATA DESTRUCTION

Consultant(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

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

of the following stored states: unusable, unreadable, and indecipherable.

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

AUTHORIZATION OF MASTER AGREEMENT FOR
_____ SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of the Department of Parks and Recreation, or his/her designee, and approved by County Counsel, and Consultant has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2016.

COUNTY OF LOS ANGELES

By _____
John Wicker, Acting Director
Department of Parks and Recreation

CONSULTANT

By _____
Signed

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Christina A. Salseda
Principal Deputy County Counsel

REQUIRED FORMS

<u>EXHIBITS</u>	<u>DESCRIPTION</u>
1.	Vendor's Organization Questionnaire/Affidavit
2.	Certification of No Conflict of Interest
3.	Familiarity of the County Lobbyist Ordinance Certification
4.	Community Business Enterprise (CBE) Program
5.	Vendor's Equal Employment Opportunity Program
6.	Attestation of Willingness to Consider Gain/Grow Participants
7.	Proposer Employee Jury Service Program Application for Exception and Certification Form
8.	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
9.	Vendor's Contracting History
10.	False Claims Act Certification
11.	Civil Litigation Certification
12.	Criminal Conviction Certification
13.	History of Debarment Certification
14.	Living Wage Labor/Payroll Violation Certification
15.	Valid Licenses/Permits
16.	Federal Earned Income Credit Certification
17.	Green Initiatives Certifications



**EXHIBIT 1
VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Please complete, date and sign this form and place it as the first page of your proposal. 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, 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 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.



Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

Yes No Sub-paragraph 1.4.1 _____ years experience, within the last ____ years

Yes No Sub-paragraph 1.4.5 Complies with County's Child Support Compliance Program

Yes No Sub-paragraph 1.4.6 Willingness to consider hiring GAIN/GROW participants

Yes No Sub-paragraph 1.4.7 Certifies intent to comply with County's Jury Service Program

Yes No Sub-paragraph 1.4.8 Certifies intent to comply with the terms and conditions of the Master Agreement

Vendor 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.

Vendor's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____, I _____,
(Vendor's name) (Name of Vendor's authorized representative)

certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

IRS Employer Identification Number

Title

California Business License Number

Date

County WebVen Number



EXHIBIT 2

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

Notwithstanding any other section of the 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, principles, 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, principles, 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.

Vendor Name

Vendor Official Title

Official's Signature

Date



EXHIBIT 3

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

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

Signature

Date

Title



EXHIBIT 4

County of Los Angeles - Community Business Enterprise (CBE) Program

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All Vendors/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- I AM NOT** **A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.**
- I AM**

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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 gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners):						
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/ Alaskan Native						
Filipino American						
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/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
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EXHIBIT 5

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name _____

Business Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor 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, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

VENDOR'S CERTIFICATION

Check One

1. The Vendor has a written policy statement prohibiting discrimination in all phases of employment. [] Yes [] No
2. The Vendor periodically conducts a self analysis or utilization analysis of its work force. [] Yes [] No
3. The Vendor has a system for determining if its employment practices are discriminatory against protected groups. [] Yes [] No
4. Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action which includes the establishment of goals and timetables. [] Yes [] No

Name (please print or type) _____

Title of Signer (please print or type) _____

Signature _____ Date _____



EXHIBIT 6

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold for consideration for contract award, Vendor shall demonstrate a proven record of hiring GAIN/GROW participants 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. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor’s employee mentoring program, if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information and sign at the indicated location:

- A. Vendor has a proven record of hiring GAIN/GROW participants. (Subject to verification by the County.)

_____ YES _____ NO

- B. Vendor is willing 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 the Vendor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

If YES, state the name and phone number of the person whom the County may contact to refer GAIN/GROW participants.

_____ (_____) _____
Name Phone Number

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

_____ YES _____ NO

Signature

Title

Name of Firm

Date



EXHIBIT 7

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or vendors, 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 bidder or vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

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

Part I: Jury Service 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/purchase order 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 exemption 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, including full-time and part-time 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:



EXHIBIT 8

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

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

The Proposer/Bidder/Contractor/Vendor 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 reason:

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: _____



EXHIBIT 9a REFERENCES FOR SIMILAR SERVICES

(Provide at least 5 references that validate experience in providing the services outlined in RFSQ)

1	<i>Name of Firm</i>	<i>Address of Firm</i>	<i>Contact Person</i>	<i>Telephone #</i>
	<i>Contract #</i>	<i>Type of Service</i>	<i>Term of Contract</i>	<i>Contract Amount</i>
2	<i>Name of Firm</i>	<i>Address of Firm</i>	<i>Contact Person</i>	<i>Telephone #</i>
	<i>Contract #</i>	<i>Type of Service</i>	<i>Term of Contract</i>	<i>Contract Amount</i>
3	<i>Name of Firm</i>	<i>Address of Firm</i>	<i>Contact Person</i>	<i>Telephone #</i>
	<i>Contract #</i>	<i>Type of Service</i>	<i>Term of Contract</i>	<i>Contract Amount</i>
4	<i>Name of Firm</i>	<i>Address of Firm</i>	<i>Contact Person</i>	<i>Telephone #</i>
	<i>Contract #</i>	<i>Type of Service</i>	<i>Term of Contract</i>	<i>Contract Amount</i>
5	<i>Name of Firm</i>	<i>Address of Firm</i>	<i>Contact Person</i>	<i>Telephone #</i>
	<i>Contract #</i>	<i>Type of Service</i>	<i>Term of Contract</i>	<i>Contract Amount</i>
6	<i>Name of Firm</i>	<i>Address of Firm</i>	<i>Contact Person</i>	<i>Telephone #</i>
	<i>Contract #</i>	<i>Type of Service</i>	<i>Term of Contract</i>	<i>Contract Amount</i>
7	<i>Name of Firm</i>	<i>Address of Firm</i>	<i>Contact Person</i>	<i>Telephone #</i>
	<i>Contract #</i>	<i>Type of Service</i>	<i>Term of Contract</i>	<i>Contract Amount</i>



EXHIBIT 9b PUBLIC ENTITY/COUNTY CLIENT REFERENCES

(List All Public Entity and County Contracts Current and Completed for the past 3 years. Attach additional sheets if necessary.)

Agency/Department	Project Name/Contract #	Contract Amount	Type of Work
Contact Name/Phone Number	Start Date	End Date	
IF CONSTRUCTION, Architect Name/Phone		Type of Facility	
Agency/Department	Project Name/Contract #	Contract Amount	Type of Work
Contact Name/Phone Number	Start Date	End Date	
IF CONSTRUCTION, Architect Name/Phone		Type of Facility	
Agency/Department	Project Name/Contract #	Contract Amount	Type of Work
Contact Name/Phone Number	Start Date	End Date	
IF CONSTRUCTION, Architect Name/Phone		Type of Facility	
Agency/Department	Project Name/Contract #	Contract Amount	Type of Work
Contact Name/Phone Number	Start Date	End Date	
IF CONSTRUCTION, Architect Name/Phone		Type of Facility	
Agency/Department	Project Name/Contract #	Contract Amount	Type of Work
Contact Name/Phone Number	Start Date	End Date	
IF CONSTRUCTION, Architect Name/Phone		Type of Facility	



**EXHIBIT 10
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 _____
(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)



EXHIBIT 11
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.

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)



EXHIBIT 12
CRIMINAL CONVICTIONS

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 five (5) years preceding the date this Bid/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 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 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. 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 Bidder/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 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 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 Bid/Proposal)



CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number _____

(3) Identity of the law violated: _____

(4) Identity of the prosecuting agency: _____

(5) Contract or project involved: _____

(6) Punishment imposed: _____

(7) Exculpatory information _____

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

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

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



EXHIBIT 13 DEBARMENTS

Bidder/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 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 ten (10) years preceding the date this Bid/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 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 debarment of 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 "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 identity 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 Bid/Proposal)

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



EXHIBIT 14

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)



EXHIBIT 15

VALID LICENSE/PERMIT FORM

Pursuant to Section 2.7.3, (Consultant's Qualifications), and Section 2.7.7, (Proof of Licenses/Certifications), of this RFSQ, each Consultant shall include in the SOQ Package the following requested information:

<u>Valid License/Permit</u>	<u>License/Permit Number</u>	<u>License/Permit Holder/Name</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



EXHIBIT 16

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

CERTIFICATION OF COMPLIANCE

**NOTIFICATION TO EMPLOYEES REGARDING
THE FEDERAL EARNED INCOME CREDIT**

I, _____, as the _____
Name (please print or type) Title

of _____ providing services at
Name of company

County facility(ies)

hereby certify that all of the employees currently employed at this facility have been notified that they may be eligible for the Federal Earned Income Credit under Federal income tax laws in accordance with the requirements set forth in Internal Revenue Service Notice 1015. In addition, new employees shall be given the same notification as they commence their assignment at said County facility(ies).

Notification to employees is in voluntary compliance with the County of Los Angeles program pertaining to this matter.

Signed Dated

Title



EXHIBIT 17

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, _____, as the _____
Name (please print or type) Title

of _____ providing services at
Name of company

_____,
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

Signed

Dated

Appendix E
Transmittal Form to Request a Solicitation Requirement Review.

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

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

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

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by: _____

Results of Review - Comments:

D Response sent to Proposer: _____

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- In fueling local economic growth
- Providing new jobs
- Creating new local tax revenues
- Offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- As a multi-billion dollar purchaser of goods and services
- As a broker of intergovernmental cooperation among numerous local jurisdictions
- By greater outreach in providing information and training
- By simplifying the bid/proposal process
- By maintaining selection criteria which are fair to all
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; and b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further the opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with 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

Title 2 Administration**Chapter 2.203 Contractor Employee Jury Service**

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 Administration**Chapter 2.203 Contractor Employee Jury Service****2.203.060 Enforcement and Remedies.**

For a 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. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"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. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 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. 2002-0015 § 1 (part), 2002)



Notice 1015

(Rev. December 2014)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

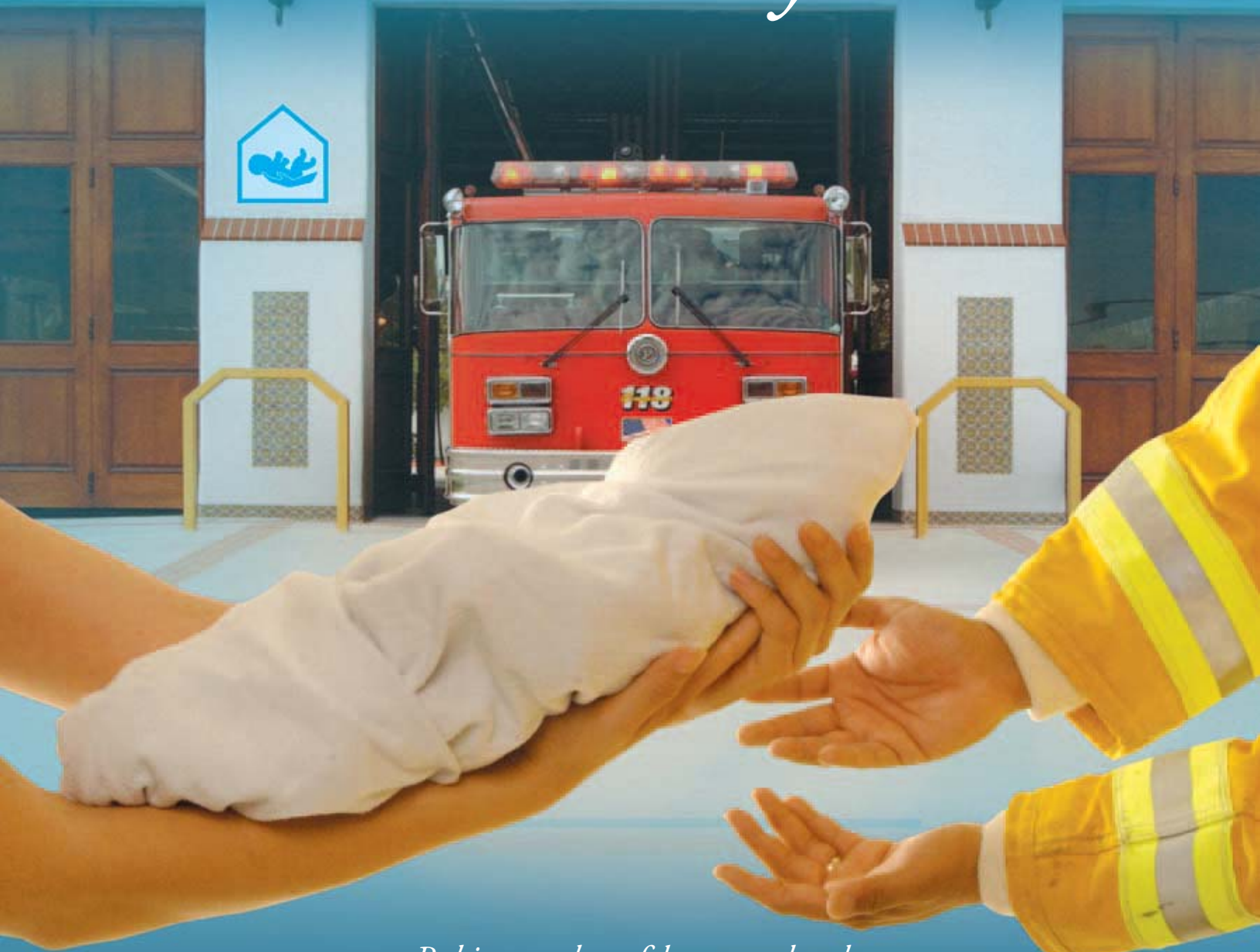
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

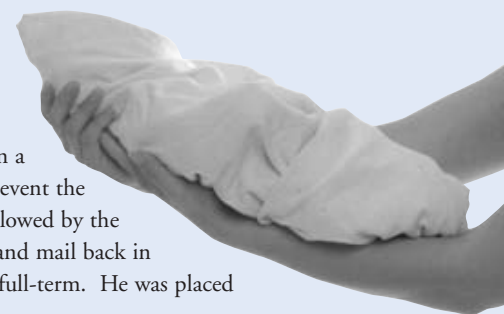
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX J
Title 2 ADMINISTRATION
Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

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- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
 - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.

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- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

APPENDIX K

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

EXHIBIT L
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)

EXHIBIT L
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Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)

EXHIBIT L
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

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

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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.)

APPENDIX M

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows.

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and
2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

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