



DEPARTMENT OF REGIONAL PLANNING

REQUEST FOR PROPOSALS FOR CAPITAL IMPROVEMENT PLANS AND RELATED SERVICES FOR METRO, SOUTH BAY, AND WESTSIDE PLANNING AREAS RFP-DRP-53828

Prepared By
County of Los Angeles

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APPENDICES

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

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

| | |
|---|--|
| RFP Release Date | 08/27/2025 |
| RFP Contact | LA County Planning Contract via email: contract@planning.lacounty.gov |
| Solicitation Requirements Review (SRR) Request Due | 09/04/2025 |
| Deadline to Register for Mandatory Virtual Proposer's Conference | 09/10/2025 |
| Mandatory Virtual Proposer's Conference | 09/11/2025 at 01:00 p.m. (PST) Via Microsoft Teams |
| Written Questions Due | 09/10/2025 |
| Questions and Answers Released via Addendum | 09/17/2025 |
| Proposals Due | Tuesday, 09/30/2025 at 01:00 p.m. (PST) |
| Anticipated Contract Term | See Section 3.2.1 |
| Minimum Mandatory Requirements | See Section 4.0 |

2.0 INTRODUCTION

- 2.1** The Los Angeles County (County) Department of Regional Planning (Department) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can support the County's efforts to assess and plan for infrastructure needs in unincorporated communities within the Metro, South Bay, and Westside Planning Areas. The selected Consultant will be responsible for conducting technical analyses, facilitating community engagement, and preparing planning documents that will inform future capital investments and land use policy. The full scope of required services is outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) of this RFP.
- 2.2** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

3.0 PURPOSE

3.1 Statement of Work (SOW)

Contractor will be expected to implement the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) of this RFP.

3.2 Contract: County Terms and Conditions

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

3.2.1 Anticipated Contract Term

The contract term will commence upon execution by the Board of Supervisors (Board) and will expire on December 31, 2029, unless sooner terminated or extended, in whole or in part, as provided in this Contract. The County will have the sole option to extend this Contract term for up to two (2) additional six-month extensions, under which the Contract may expire as late as December 31, 2030. Each such extension option may be exercised at the sole discretion of the Director of Regional Planning or his/her designee.

3.2.2 Contract Rates

The Contractor's rates will remain firm and fixed for the term of the contract.

3.2.3 Days of Operation

The contract will require a full-time Project Manager and designated alternate. The County must have access to the Project Manager during work-weekdays (Monday through Thursday), between 7:00 AM and 6:00 PM for the duration of the contract. The Contractor will provide a

telephone number where the Project Manager can be reached during the above hours. The Contractor may be required to make presentations or attend meetings during flexible, non-traditional hours in accordance with the public outreach plan(s). The Contractor is not required to provide services on [County-recognized holidays](#).

3.2.4 Indemnification and Insurance

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

4.0 MINIMUM MANDATORY REQUIREMENTS

4.1 Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- At least one member of the Consultant team must have at least five (5) years of infrastructure planning experience with at least one (1) year of experience of infrastructure planning in California.
- At least one member of the Consultant team must have at least five (5) years of California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) experience with the last three (3) years providing the type of services equivalent or similar to the services described in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).
- The Project Manager must have minimum of three (3) years of experience planning and managing equivalent or similar projects.
- The Project Manager must have minimum of three (3) years of experience facilitating conversations with agencies to prioritize actions/projects in a similar infrastructure planning setting.
- Must have specific experience preparing long range planning projects in California.
- Must have specific experience in preparing environmental analyses in compliance with the CEQA and NEPA.

4.2 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the

contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- 4.3** Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).
- 4.4** At least three (3) of the Proposer's references provided in Appendix B (Required Forms), Exhibit 8 (List of References) must be responsive and validate that the Proposer meets the Minimum Mandatory Requirements identified in Section 4.1 (Minimum Mandatory Requirements).
- 4.5** Proposer must have attended the Mandatory Proposers' Conference identified in Paragraph 8.3 (Mandatory Proposer's Conference).

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Contract Execution

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

5.2 Final Contract Award by the Board of Supervisors

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

5.3 County's Option to Reject Proposals

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

5.4 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to

each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

5.5 Background and Security Investigations

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

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

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

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

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

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

6.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

6.2 Contact with County Personnel

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

LA County Planning Contract
E mail: contract@planning.lacounty.gov

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

6.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

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

6.4 Protest Policy Review Process

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

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

6.4.3 Grounds for Review

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

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

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

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

6.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

6.6 Determination of Proposer Responsibility

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

6.6.2 Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible.

6.6.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern

or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

6.6.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

6.6.5 If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer will reside with the Board.

6.6.6 These terms will also apply to proposed Subcontractors of Proposers on County contracts.

6.7 Proposer Debarment

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

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

6.8 Improper Considerations

6.8.1 Attempt to Secure Favorable Treatment

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

6.8.2 Notification to County

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

6.8.3 Form of Improper Consideration

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

6.9 County Lobbyist Ordinance

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

6.10 Consideration of GAIN/START Participants for Employment

- 6.10.1** As a threshold requirement for consideration for contract award, Proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.
- 6.10.2** Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

6.11 Jury Service Program

- 6.11.1** The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.
- Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.
- 6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

6.12 Pending Acquisitions/Mergers by Proposing Company

The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

6.13 This Section is intentionally Omitted

6.14 Defaulted Property Tax Reduction Program

6.14.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective Contractors should reference the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

6.14.2 Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

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

6.15.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Contractors

engaged in human trafficking from receiving contract awards or performing services under a County contract.

- 6.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.16 This Section is Intentionally Omitted

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

- 6.17.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 6.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 6.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 6.17.4** Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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

- 6.18.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code [Section 12952](#).
- 6.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and

their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Contract. Further, Contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

6.19 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor (“Proposer/Contractor”), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

6.20 Community Business Enterprise (CBE) Participation

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

All Proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Proposer must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer’s ability to provide the best service and value to the County.

To obtain a list of the County’s CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject “**Request for CBE Listing.**”

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

6.21 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the

preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

6.22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

6.22.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Proposer's response to this RFP, Proposer must submit a certification, as set forth in Exhibit 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a proposal response to this RFP identify prospective Subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

- 6.22.2** Failure to provide the required certification may eliminate Proposer's response to RFP from consideration.
- 6.22.3** In the event that Proposer and/or its Subcontractor(s) is or are unable to provide the required certification, Proposer instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFP.
- 6.22.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the proposal response to this RFP is appropriate under the federal law.

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

- 7.1.1** The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 7.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs's (DCBA) website at: <http://dcba.lacounty.gov>.
- 7.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 7.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

7.2 Local Small Business Enterprise (LSBE) Preference Program

- 7.2.1** The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204.030D.2 of the Los Angeles County Code](#).
- 7.2.2** The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter ("Certification for Federally Funded Solicitations") from the DCBA with their proposal.

7.3 Social Enterprise (SE) Preference Program

- 7.3.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 7.3.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.3.3** Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter ("Certification for Federally Funded Solicitations") from the DCBA with their proposal.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 7.4.1** The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 7.4.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.4.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their DVBE certification approval letter from the DCBA with their proposal.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

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

8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

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

8.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Department's sole judgment and their judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to: LA County Planning Contract, E-mail: contract@planning.lacounty.gov. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

8.2.2 When submitting questions, please specify the RFP, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

8.3 Mandatory Proposers' Conference

8.3.1 A **Mandatory** Virtual Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential Proposers. If mandatory, all potential Proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Thursday, September 11, 2025
01:00 p.m. (PST)
Via Microsoft Teams

- 8.3.2** To register for the Mandatory Virtual Proposer's Conference, Proposers are required to submit a list of attendees and their email addresses to LA County Planning Contract, contract@planning.lacounty.gov with a copy to Eddie Yip, eyip@planning.lacounty.gov, by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). It is the sole responsibility of the Proposer to ensure that the Department has the correct email address of the attendees. Once registered, Department will send a link to allow access.

8.4 Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal, via electronic mail to: LA County Planning Contract, email address: contract@planning.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). Please make sure to obtain a direct acknowledgement from the Department when you submit.

8.5 Business Proposal Requirements and Evaluation Criteria (95%)

Proposers should not use the official seal of the County or any of its departments in their response to any RFP.

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

Business Proposal Format:

8.5.1 Table of Contents

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

8.5.2 Executive Summary (Section A)

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

8.5.3 Proposer's Qualifications (Section B) (30%)

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

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

Minimum Requirements

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity.

- At least one member of the Consultant team must have at least five (5) years of infrastructure planning experience with at least one (1) year of experience of infrastructure planning in California.
- At least one member of the Consultant team must have at least five (5) years of California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) experience with the last three (3) years providing the type of services equivalent or similar to the services described in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).
- The Project Manager must have minimum of three (3) years of experience planning and managing equivalent or similar projects.
- The Project Manager must have minimum of three (3) years of experience facilitating conversations with agencies to prioritize actions/projects in a similar infrastructure planning setting.
- Must have specific experience preparing long range planning projects in California.
- Must have specific experience in preparing environmental analyses in compliance with the CEQA and NEPA.

Desirable Qualifications

- Ten (10) years of infrastructure planning experience with at least a year in California.
- Ten years of CEQA/NEPA experience with the last three years providing the type of services equivalent or similar to the services in SOW.
- Project Manager with five years or more experience planning and managing equivalent or similar projects.
- Clear description of each sub-consultant's experience, specialty, and contribution to the Project.

- Proposers shall submit 2 – 3 completed work samples of similar projects (preferably in infrastructure or capital improvement planning).
- Experience in managing projects involving work contributions from multiple sources to produce complete, cohesive final deliverables.
- Experience in retrieving, processing, and analyzing geographic and statistical data and the associated impacts related to land use, population demographics, and infrastructure financing.
- Experience in public engagement on planning efforts and managing and responding to public feedback.
- Open and ongoing communication and coordination throughout all stages of the Project.
- Flexibility, resourcefulness, and problem-solving ability to adapt to challenges and unforeseen circumstances.
- Works proactively to ensure Project stays on schedule and deliverables meet quality standards.
- Commitment to quality, ensuring deliverables meet quality control.

Additionally, Proposer must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 7 (List of Public Entities), in Appendix B (Required Forms) must be provided in Section E (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal. Proposal may use additional sheets, if necessary.

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

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

Proposer must provide at least three (3) references where the same or similar scope of services was provided. Proposers

submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects. Proposer's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) must be provided in Section E (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal.

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

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

- 1) references fail to substantiate Proposer's description of the services provided; or
- 2) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

8.5.3.3 Proposer's Debarment History and List of Terminated Contracts

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

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

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior two (2) fiscal years financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. 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.

8.5.3.5 Proposer's Pending Litigation and Judgments (Section B.4)

The County will conduct a review of Proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

8.5.4 Proposer's Approach to Providing Required Services (Section C) (60%)

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this paragraph.

Proposer must present a description of the methodology the Proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the requirements outlined in Exhibit A (SOW and Attachments).

A. Project Management (Section C.1)

Proposer must discuss its organizational structure for the project team and identify the roles of project management staff. Proposer should include the staff assigned to complete each portion of the contract. Proposer must also discuss the approach the Proposer will use to manage and implement the project, including the management team's roles and responsibilities, management of subcontracts, and the communication between Contractor and subcontractors, and the County. Proposer should describe the Proposer's Quality Assurance Plan and commitment to provide original, error-free content and ensuring that required comments, input and feedback is received so as not to affect the project schedule. Please discuss the approach that will be used for comprehensive quality assurance to ensure compliance with all Contract requirements.

B. Proposed Work Plan and Methodology (Section C.2)

Proposer should demonstrate its specialized experience and understanding of the project and significant steps, methods and

procedures to be employed to ensure quality end products that can be delivered to meet the project objectives and outcomes listed in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) of this RFP. This section of the proposal will be an initial draft of the conceptual work plan with deliverables. Define the scope of each major task including the depth and scope of research and analysis.

C. Project Schedule (Section C.3)

Proposer should provide a detailed schedule for the key tasks identified in the proposed work plan and deliverables to the County, including concepts, content and format of each deliverable. This section should describe how proposer will meet deadlines, important milestones of the project and a breakdown of the time frame for each phase and major task. Proposer should demonstrate its understanding of the County's process in this section.

8.5.5 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments (Section D)(5%)

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

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

It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Contract and the County's requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.5.5.2 Section D of Proposer's response must include:

- 1)** A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Sample Contract).

- 2) A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract); and for each exception, the Proposer must provide (1) an explanation of the reason(s) for the exception;(2) the proposed alternative language; and (3) a description of the impact, if any, to the Proposer's price.

8.5.5.3 Indicate all exceptions to the Contract and/or the Statement of Work by providing a 'red-lined' Word version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

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

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

8.5.6.1 Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

- | | |
|------------|--|
| Exhibit 1 | Organization Questionnaire/Affidavit |
| Exhibit 2 | Certification of Compliance |
| Exhibit 3 | Request for Preference Consideration |
| Exhibit 4 | Debarment History and List of Terminated Contracts |
| Exhibit 5 | Community Business Enterprise (CBE) Information |
| Exhibit 6 | Minimum Mandatory Requirements |
| Exhibit 7 | List of Public Entities |
| Exhibit 8 | List of References |
| Exhibit 9 | Contribution and Agent Declaration Form |
| Exhibit 10 | (Pricing Schedule – include in Cost Proposal) |
| Exhibit 11 | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) |
| Exhibit 12 | Declaration |

8.5.6.2 Corporate Documents

1) Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

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

2) Limited Partnership:

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

8.6 Cost Proposal Requirements and Evaluation (5%)

Proposers should not use the official seal of the County or any of its departments in their response to any RFP.

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

8.6.1 Cover Page

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

8.6.2 Pricing Schedule

Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms)

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

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

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

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

8.7 Firm Offer-Withdrawal of Proposal

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

8.8 Proposal Submission

Proposers are required to submit an electronic copy of the Business Proposal and the Cost Proposal in PDF format by uploading the Proposals to the following secured link. No carrier delivery / drop-off or facsimile (fax) copies will be accepted.

<https://drp.mft.lacounty.gov/EFTClient/Account/Login.htm>

Proposals must be submitted as follows:

- 8.8.1 The Business Proposal, including all attachments and/or appendices as required by the solicitation should be created in PDF format file (except Appendix B – Exhibit 5 (CBE Information) Excel Worksheet) that enables word searches to the maximum extent practicable. All proposal documentation must be attached, not linked.
- 8.8.2 No hard copies delivered in person or facsimile (faxed) responses will be accepted.
- 8.8.3 Proposers must also include a redacted Business Proposal in searchable Adobe Portable Document Format (PDF), with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. With respect to this requirement, Proposer must submit one (1) electronic copy in searchable PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.
- 8.8.4 The Cost Proposal, including all attachments as required by the solicitation should be created in PDF format file that enables word searches to the maximum extent practicable.
- 8.8.5 File naming convention: name your proposal with Proposer's name, solicitation number, and the type of proposal – for example: ABC Company_RFP-DRP-53828_Business.pdf, ABC Company_RFP-DRP-53828_Cost.pdf.

8.8.6 Submit/Upload Business and Cost Proposals

Please contact via email to LA County Planning Contract, contract@planning.lacounty.gov with a copy to Eddie Yip, eyip@planning.lacounty.gov for upload instructions (username and password).

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

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

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

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

9.2 Selection Process

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

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

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

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

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

The recommendation to award a contract will not bind the Board to award a contract to the prospective Contractor.

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

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation. A request for a SRR may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

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

The SRR will be completed, and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

10.2 Disqualification Review

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

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

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

- 10.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 10.2.2** The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

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

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

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

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

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the

requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 Proposed Contractor Selection Review

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

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

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

10.3.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Paragraph 10.4 (County Independent Review) below).

10.4 County Independent Review

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

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

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

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

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**CAPITAL IMPROVEMENT PLANS AND RELATED SERVICES FOR
METRO, SOUTH BAY, AND WESTSIDE PLANNING AREAS**

(DATE)

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule (Not Attached to Sample)
- C** Contractor's Proposed Schedule (Not Attached to Sample)
- D** County's Administration (Not Attached to Sample)
- E** Contractor's Administration (Not Attached to Sample)
- F** Form(s) Required at the Time of Contract Execution (Not Attached to Sample)
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law (Not Attached to Sample)

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
CAPITAL IMPROVEMENT PLANS AND RELATED SERVICES FOR METRO,
SOUTH BAY, AND WESTSIDE PLANNING AREAS**

This Contract ("Contract") made and entered into on _____ day of _____, 2026 by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor". _____ is located at _____.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing the services related to the Capital Improvement Plan and Related Services for Metro, South Bay, and Westside Planning Areas; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for such services, including those contemplated herein: and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, Contractor has submitted a proposal to County for provision of the Capital Improvement Plan and Related Services for Metro, South Bay, and Westside Planning Areas and Contractor has been selected for recommendation for award of this Contract.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility,

schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Schedule (Not attached to Sample)
- Exhibit C Contractor's Proposed Schedule (Not attached to Sample)
- Exhibit D County's Administration (Not attached to Sample)
- Exhibit E Contractor's Administration (Not attached to Sample)
- Exhibit F Forms Required at the Time of Contract Execution (Not attached to Sample)
- Exhibit G Safely Surrendered Baby Law (Not attached to Sample)

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

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.1.5 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.6 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Regional Planning, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The contract term will commence upon execution by the Board and will expire on December 31, 2029, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for two (2) additional six (6) month optional extensions, under which the Contract may expire as late as December 31, 2030. Each such extension option may be exercised at the sole discretion of the Director of Regional Planning or his/her designee.

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

4.3 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The "Maximum Contract Sum" (MCS) under this Contract will be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The MCS is _____. Total charges must not exceed the amounts set forth in Exhibit B (Pricing Schedule).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted to the following address:

Los Angeles County Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attn: LA County Planning Contract
E-mail: contract@planning.lacounty.gov

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Preference Program Enterprises - Prompt Payment Program (if applicable)

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an

approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 This Section is Intentionally Omitted

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

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Monitor

The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Manager

- 7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 This Section is Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 These terms will also apply to subcontractors of County contractors.

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

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related

to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director of Regional Planning or his/her designee OR it may have to be executed by the Board.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of Regional Planning.

8.1.3 The Director of Regional Planning or his/her designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0

(Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Board.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception

status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

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

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

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

Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the

County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor 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 Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been

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

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term

of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such

subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attention: LA County Planning Contract
E-mail: contract@Planning.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice

must be provided to County at least ten (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.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

- 8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million dollars (\$1,000,000) per claim and \$2 million dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or

in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified 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 specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director.

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

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

Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

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

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attn: Contract Manager

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this

Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods

and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with

respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this

Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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

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

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

8.55 This Section is Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from

discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 This Section is Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 County will 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 the Contractor's work pursuant to this Contract. The Contractor, for valuable

consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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

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

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The 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 the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must 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 the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 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, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must 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.

9.3.3 The Contractor will 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 the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

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

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

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

Contractor(s) must 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. Contractor(s) must 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 indecipherable.

9.5 This Section is Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

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

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

9.6.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Social Enterprise (SE) Preference Program

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

- 9.7.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

10.0 Survival

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

| | |
|---------------|---|
| Paragraph 1.0 | Applicable Documents |
| Paragraph 2.0 | Definitions |
| Paragraph 3.0 | Work |
| Paragraph 5.4 | No Payment for Services Provided Following Expiration-Termination of Contract |
| Paragraph 7.6 | Confidentiality |
| Paragraph 8.1 | Amendments |
| Paragraph 8.2 | Assignment and Delegation/Mergers or Acquisitions |
| Paragraph 8.6 | Compliance with Applicable Law |

| | |
|----------------|---|
| Paragraph 8.19 | Fair Labor Standards |
| Paragraph 8.20 | Force Majeure |
| Paragraph 8.21 | Governing Law, Jurisdiction, and Venue |
| Paragraph 8.23 | Indemnification |
| Paragraph 8.24 | General Provisions for all Insurance Coverage |
| Paragraph 8.25 | Insurance Coverage |
| Paragraph 8.26 | Liquidated Damages |
| Paragraph 8.34 | Notices |
| Paragraph 8.38 | Record Retention and Inspection-Audit Settlement |
| Paragraph 8.42 | Termination for Convenience |
| Paragraph 8.43 | Termination for Default |
| Paragraph 8.48 | Validity |
| Paragraph 8.49 | Waiver |
| Paragraph 8.58 | Prohibition from Participation in Future Solicitation |
| Paragraph 8.60 | Campaign Contribution Prohibition Following Final Decision in Contract Proceeding |
| Paragraph 9.2 | Ownership of Materials, Software and Copyright |
| Paragraph 9.3 | Patent, Copyright and Trade Secret Indemnification |
| Paragraph 10.0 | Survival |

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

(_____)

By _____

Name

Title

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

EDWARD YEN

Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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1.0 STATEMENT OF WORK

- 1.1 Objectives:** The County of Los Angeles (County) seeks a qualified consultant or team of consultants (“Consultant”) to provide the following services related to the unincorporated communities within the **Metro Planning Area, South Bay Planning Area, and Westside Planning Area** as described in the County General Plan (Project): 1) prepare an analysis of existing and projected infrastructure needs; 2) prepare an analysis of costs and identify financing options based on existing and projected needs; 3) support County staff and community based organizations-led community engagement and produce public information materials for the Project; 4) prepare a Capital Improvement Plan (CIP) for each Planning Area, informed by the aforementioned analyses, County staff and agency/service provider input, and community engagement; and 5) prepare a joint programmatic California Environmental Quality Act (“CEQA”)/National Environmental Policy Act (“NEPA”) document for each CIP and any concurrent amendments to the General Plan and the County Zoning Code prepared by County staff.

Background: The General Plan is the foundational document for land use and growth for the unincorporated areas of Los Angeles County. It includes the Planning Areas Framework, which divides Los Angeles County into 11 Planning Areas. One goal of the General Plan is to prepare a CIP for each of the 11 Planning Areas to secure funding and set priorities for addressing infrastructure needs. With the recent completion of the Metro Area Plan, South Bay Area Plan, and the Westside Area Plan, which are components of the General Plan, there is an opportunity for the County to plan for the infrastructure needs of these areas. All three area plans implement an ambitious rezoning program to accommodate over 28,644 by-right units (17,755 in the Metro Planning Area, 5,361 in the South Bay Planning Area, and 5,548 in the Westside Planning Area). The CIPs shall be consistent with the General Plan.

- 1.2** The County of Los Angeles (LA County Planning, Chief Executive Office, Department of Economic Opportunity, Chief Sustainability Office, and Public Works) seeks to develop CIPs to plan for public infrastructure for each of the Planning Areas. Public infrastructure must be designed to mitigate future risk conditions (i.e., increasing temperatures and extreme heat, inland and coastal flooding and sea level rise, wildfires, and drought). The CIPs should, at a minimum, plan for the following types of **public infrastructure** to be implemented over **5-10 years: sewer; mobility/transportation; water systems; stormwater management; and energy (power)**.

The Project will cover the following unincorporated communities (as identified in the attached maps (Appendix A – Exhibit A-1, Exhibit A-2, and Exhibit A-3).

Note that while the Planning Areas include both incorporated and unincorporated communities, the Project is primarily focused on unincorporated communities. The Project will include coordination with adjacent cities as needed for the purposes of study and to promote continuity/connectivity of infrastructure and services.

Metro

The **Metro Planning Area (Exhibit A-1)**, located at the geographic center of Los Angeles County, comprises seven unincorporated communities: East Los Angeles, East Rancho Dominguez, Florence-Firestone, Walnut Park, West Athens-Westmont, West Rancho Dominguez-Victoria, and Willowbrook. Covering 21.34 square miles and home to over 310,000 residents, this Planning Area is known for its rich cultural heritage. The Metro Area's proximity to Downtown Los Angeles shapes its diverse character, blending industrial, commercial, and residential land uses. Additionally, the area has extensive public transit options, including a robust network of bus services and rail lines.

The Metro Area Plan (MAP), which was adopted by the County of Los Angeles Board of Supervisors (BOS) on May 21, 2024, is a long-range planning document that provides a policy framework for how and where the seven unincorporated communities within the Metro Area will grow over the next 15 years, while celebrating the culture and history of these communities. It streamlines and updates existing County regulations in these communities to encourage more housing development and multi-modal transportation.

South Bay

The **South Bay Planning Area (Exhibit A-2)** is located in the southwest corner of Los Angeles County and consists of the unincorporated communities of Alondra Pak/El Camino Village, Del Aire, Hawthorne Island, La Rambla, Lennox, West Carson, Westfield/Academy Hills, and Wiseburn. The unincorporated communities in the Planning Area total approximately 6.84 square miles, with a population of approximately 68,025 residents according to the 2020 Census data. Each community has a distinct character and identity, with several sharing common socioeconomic features influenced by broader political, planning, and demographic factors. The Planning Area consists of mostly urbanized land anchored by a diverse mix of industries, including aerospace, technology, and the movement of goods, all of which impact the Planning Area's communities. The area exhibits the characteristics of typical urban/suburban auto-oriented development, including single-family residences, commercial centers that create "islands" with large surface parking, and commercial strips that run along major transportation arterials. The proximity to major transport hubs like the Los Angeles International Airport (LAX) and the ports of Long Beach and Los Angeles

contributes to the local economy while presenting environmental and planning obstacles for the Planning Area.

The SBAP, which was adopted by the BOS on March 11, 2025, focuses on the unique needs and characteristics of the Planning Area's eight unincorporated communities. The purpose of the Area Plan is to enhance, guide, and support the long-term growth, development, and maintenance of these communities. The Area Plan consists of areawide goals and policies on land use, mobility, open space, public services, economic development, and historic preservation. Community-specific goals and policies for each community are also established in the Area Plan. As part of the SBAP Project, changes were made to the General Plan Land Use Policy Map to accommodate growth near major transit stops and along major corridors.

Westside

The **Westside Planning Area (Exhibit A-3)** is located in the western portion of the County and covers the coastal communities, including Marina del Rey. With a population of approximately 32,000, the Planning Area includes seven unincorporated communities totaling approximately 7.4 square miles, which encompasses the eastern extension of the Santa Monica Mountains to the north and is bounded by the Pacific Ocean to the west, Los Angeles International Airport to the south, and an irregularly shaped boundary generally running along Eastern Avenue, Centinela Boulevard, Crenshaw Boulevard, and the 405 freeway to the east. The communities are predominantly residential neighborhoods and commercial corridors and centers, civic and educational facilities, parks, and open spaces. The seven unincorporated communities within the Planning Area are: Ladera Heights, View Park and Windsor Hills; Marina del Rey; Ballona Wetlands; and Westside Islands, which includes West Los Angeles (Sawtelle Veterans Affairs [VA]), Unincorporated Del Rey, Franklin Canyon, and Gilmore Island.

The WSAP, which was adopted by the BOS on March 11, 2025, directs future development and land use decisions to achieve a shared vision for the built environment within the Planning Area. It promotes active, healthy, and safe intergenerational neighborhoods where residents are well connected to great places to live, work, shop, recreate, and gather; fosters economic vitality while serving local needs; protects and preserves natural resources and open spaces; and supports sustainable mobility options in an enhanced built environment. The WSAP includes amendments to the General Plan Land Use Policy Map to implement the Area Plan's and General Plan's goals to increase housing diversity, increase commercial and mixed-use options along major corridors and near transit, bring diverse land uses in proximity to residential neighborhoods, promote transit use and active transportation for walkable communities, and focus growth in areas with existing infrastructure while preserving the community's character and culture.

During background research and community engagement for the MAP, SBAP, and WSAP, the communities expressed a general concern over the lack of infrastructure to support the recent rezonings to increase residential densities. Also, highlighted was the need for enhancements to active transportation infrastructure to ensure improved access and safety for pedestrians, cyclists, and other non-motorized travelers. Also highlighted were the need for road maintenance for deteriorating sidewalks and streets, and a need for infrastructure to help ease traffic congestion and address the limited availability of parking.

For the environmental analyses, this project will require a joint CEQA and NEPA document for each CIP. NEPA is required due to federal funding (HUD PRO-Housing). The analyses may be tiered based on prior Program Environmental Impact Reports, as applicable.

1.3 Scope of Work: The Consultant shall assist the County in the following six primary areas:

- Project Management
- Infrastructure Analysis for each Planning Area
- Cost Analysis for each Planning Area
- Community Engagement/Public Information Assistance for each Planning Area
- CIPs for each Planning Area
- Environmental Analysis/CEQA and NEPA Compliance for each CIP, and any concurrent amendments to the General Plan, Area Plan, Land Use Policy Map, Zoning Code, and Zoning Map prepared by County staff.

With the exception of the hardcopies described in Section F., the County anticipates that all deliverables listed in this Scope of Work will be submitted in digital format (MS Word and pdf).

A. Project Management

Project management shall be an ongoing task for the Consultant during the term of the Project. The Consultant shall work with the County Project Manager from LA County Planning on Project Management. The Consultant shall use standardized and proven accounting methods of tracking the Project's progress and budget, ensuring that the schedule is maintained, the budget is adhered to, and appropriate staff is assigned. The Consultant shall attend weekly coordination meetings and participate in conference calls with the County. The Consultant will maintain regular communication with the County Project Manager and others through email, Microsoft Teams, telephone, and an update/coordination method such as monthly or bi-monthly conference calls, agendas, meeting notes, etc.

Task A.1 Kick-off Meeting

Attend an initial meeting with the County for an overview of the County process and expectations, and to discuss the tasks and schedule. The County shall provide a list of key policy and plan documents and available data that shall be considered in developing the Project.

Task A.2 Project Timeline

Develop a detailed project milestones timeline for the Project, with an overall target Board adoption date for all CIPs by July 2029. The County anticipates the following schedule:

| Date | Metro | South Bay | Westside |
|--------------------|--|--|--|
| March 2026 | Project Kick-Off | | |
| March-June 2026 | Draft Infrastructure Studies/Cost Analyses | | |
| July-December 2026 | Final Infrastructure Studies/Cost Analyses | | |
| January-June 2027 | Community Engagement Events | Draft CIP NOP/Scoping Meeting/Tribal Consultation | Draft CIP NOP/Scoping Meeting/Tribal Consultation |
| July-December 2027 | Draft CIP NOP/Scoping Meeting/Tribal Consultation | Community Engagement Events | Community Engagement Events |
| January-May 2028 | Screencheck DEIRs/EISs | | |
| June-October 2028 | DEIR/EIS FEIR/EIS | | |
| June-October 2028 | Public Review Draft CIPs/Public Hearing Draft CIPs | | |
| Winter 2028 | Regional Planning Commission Hearings | | |
| Spring 2029 | Board of Supervisor Hearings | | |

| | |
|-------------|-------------------------------|
| July 2029 | Board of Supervisor Adoptions |
| August 2029 | Final CIPs, NODs and RODs |

Note: Community engagement activities of varying types and scales will occur throughout project timeline.

Task A.3 Quality Control of Reports and Documents

Establish a quality control process for the review of draft and final deliverables to ensure consistency and high-quality work products. Task A.4 Weekly Coordination Meetings

Attend weekly coordination meetings and maintain regular communication with the County Project Manager through email, Microsoft Teams, telephone, and an update/coordination method such as monthly or bi-monthly conference calls, agenda, meeting notes, etc.

Deliverables:

- Project timeline
- Monthly invoices
- Monthly progress reports
- Meeting agendas
- Meeting notes

B. Infrastructure Analysis

Task B.1 Metro

The Consultant shall prepare an Infrastructure Analysis for the Metro Planning Area that evaluates sewer, mobility/transportation, water systems, stormwater management, and energy (power) infrastructure, with considerations for community hazard risks and mitigation needs; and consist of the following:

- Inventory of applicable plans and planned projects
- Inventory of existing infrastructure and providers
- Overview of related or complementary public infrastructure that is not within the scope of the Project, such as parks, libraries, telecommunications, etc.
- Analysis of existing infrastructure needs
Analysis of projected infrastructure needs

Deliverables:

Draft and Final versions of the Infrastructure Analysis. Note: The Analysis will be included as an appendix to the CIP for the Metro Planning Area.

Task B.2 South Bay

The Consultant shall prepare an Infrastructure Analysis for the South Bay Planning Area, which should analyze sewer, mobility/transportation, water systems, stormwater management, and energy (power) infrastructure, with considerations for community hazard risks and mitigation needs; and consist of the following:

- Inventory of applicable plans and planned projects
- Inventory of existing infrastructure and providers
- Overview of related or complementary public infrastructure that is not within the scope of the Project, such as parks, libraries, telecommunications, etc.
- Analysis of existing infrastructure needs
- Analysis of projected infrastructure needs

Deliverables:

Draft and Final versions of the Infrastructure Analysis. Note: The Analysis will be included as an appendix to the CIP for the South Bay Planning Area.

Task B.3 Westside

The Consultant shall prepare an Infrastructure Analysis for the Westside Planning Area, which should analyze sewer, mobility/transportation, water systems, stormwater management, and energy (power) infrastructure, with considerations for community hazard risks and mitigation needs; and consist of the following:

- Inventory of applicable plans and planned projects
- Inventory of existing infrastructure and providers
- Overview of related or complementary public infrastructure that is not within the scope of the Project, such as parks, libraries, telecommunications, etc.
- Analysis of existing infrastructure needs
- Analysis of projected infrastructure needs

Deliverables:

Draft and Final versions of the Infrastructure Analysis. Note: The Analysis will be included as an appendix to the CIP for the Westside Planning Area.

Cost Analysis

Task C.1 Metro

The Consultant shall prepare a Cost Analysis for the Metro Planning Area, which should consist of the following:

- Identification of cost estimating methodology and assumptions
- Analysis of rough order of magnitude (ROM) costs, based on existing and projected needs identified in the Infrastructure Analysis (Task B.1)
- Analysis of costs and identification of financing options based on existing and projected needs
- Inventory of applicable financing tools and funding sources

Deliverables:

Draft and Final versions of the Cost Analysis. Note: The Analysis will be included as an appendix to the CIP for the Metro Planning Area.

Task C.2 South Bay

The Consultant shall prepare a Cost Analysis for the WSGV Planning Area, which should consist of the following:

- Identification of cost estimating methodology and assumptions
- Analysis of rough order of magnitude (ROM) costs, based on existing and projected needs identified in the Infrastructure Analysis (Task B.2)
- Analysis of costs and identification of financing options based on existing and projected needs
- Inventory of applicable financing tools and funding sources

Deliverables:

Draft and Final versions of the Cost Analysis. Note: The Analysis will be included as an appendix to the CIP for the South Bay Planning Area.

Task C.3 Westside

The Consultant shall prepare a Cost Analysis for the Westside Planning Area, which should consist of the following:

- Identification of cost estimating methodology and assumptions
- Analysis of rough order of magnitude (ROM) costs, based on existing and projected needs identified in the Infrastructure Analysis (Task B.1)
- Analysis of costs and identification of financing options based on existing and projected needs
- Inventory of applicable financing tools and funding sources

Deliverables:

Draft and Final versions of the Cost Analysis. Note: The Analysis will be included as an appendix to the CIP for the Westside Planning Area.

C. Community Engagement/Public Information Assistance

Task D.1: Metro

Community engagement for the Project is a separate and concurrent effort led by LA County Planning in partnership with selected community-based organizations. The community engagement team will provide regular feedback to the Consultant to ensure that community input informs the Project. The Consultant shall develop a graphic identity and provide graphic design support in compliance with LA County Planning branding guidelines, and prepare templates for public presentations, web site and social media posts, fact sheets, etc. In addition, the Consultant shall attend/participate in and support up to five in person and/or virtual community engagement meetings in the Metro Planning Area.

Deliverables:

- PowerPoint template for public meetings
- Social media/web site template
- Fact sheet template
- Other graphic design support deliverables, as needed

Task D.2: South Bay

Community engagement for the Project is a separate and concurrent effort led by LA County Planning in partnership with selected community-based organizations. The community engagement team will provide regular feedback to the Consultant to ensure that community input informs the Project. The Consultant shall develop a graphic identity and provide graphic design support in compliance with LA County Planning branding guidelines, and prepare templates for public presentations, web site and social media posts, fact sheets, etc. In addition, the Consultant shall attend/participate in and support up to five in person and/or virtual community engagement meetings in the South Bay Planning Area.

Deliverables:

- PowerPoint template for public meetings
- Social media/web site template
- Fact sheet template
- Other graphic design support deliverables, as needed.

Task D.1: Westside

Community engagement for the Project is a separate and concurrent effort led by LA County Planning in partnership with selected community-based organizations. The community engagement team will provide regular feedback to the Consultant to ensure that community input informs the Project. The Consultant shall develop a graphic identity and provide graphic design support in compliance with LA County Planning branding guidelines, and prepare templates for public presentations, web site and social media posts, fact sheets, etc. In addition, the Consultant shall attend/participate in and support up to five in person and/or virtual community engagement meetings in the Westside Planning Area.

Deliverables:

- PowerPoint template for public meetings
- Social media/web site template
- Fact sheet template
- Other graphic design support deliverables, as needed.

D. CIPs

Task E.1 Metro

The Consultant shall develop a Capital Improvement Plan (CIP) for the Metro Planning Area that is consistent with the County General Plan, and which should consist of the following:

- Prioritization methodology and criteria, developed in conjunction with the County.
- Summaries:
 - ☐ Infrastructure Analysis (Task B.1)
 - ☐ ROM Cost Analysis (Task C.1)
 - ☐ Community Engagement (Task D.1)
- List of priority infrastructure projects
 - ☐ County-led projects
 - ☐ Partnership with non-County service providers
- 5-10-year implementation schedule
- Financing strategy, based on the costs and financing options identified in the ROM Cost Analysis (Task C.1)
- Appendices:
 - ☐ Infrastructure Analysis (Task B.1)
 - ☐ ROM Cost Analysis (Task C.1)
 - ☐ Community Engagement (Task D.1) Notes

Deliverables:

Screencheck Draft, Public Review Draft, and Public Hearing Draft, and Final versions of the CIP.

Task E.2 South Bay

The Consultant shall develop a CIP for the South Bay Planning Area that is consistent with the County General Plan, and which should consist of the following:

- Prioritization methodology and criteria, developed in conjunction with the County.
- Summaries:
 - ☐ Infrastructure Analysis (Task B.2)
 - ☐ ROM Cost Analysis (Task C.2)
 - ☐ Community Engagement (Task D.2)
- List of priority infrastructure projects
 - ☐ County-led projects
 - ☐ Partnership with non-County service providers
- 5-10-year implementation schedule
- Financing strategy, based on the costs and financing options identified in the ROM Cost Analysis (Task C.2)
- Appendices:
 - ☐ Infrastructure Analysis (Task B.2)
 - ☐ ROM Cost Analysis (Task C.2)
 - ☐ Community Engagement (Task D.2) Notes

Deliverables:

Screencheck Draft, Public Review Draft, Public Hearing Draft, and Final versions of the CIP.

Task E.3 Westside

The Consultant shall develop a Capital Improvement Plan (CIP) for the Westside Planning Area that is consistent with the County General Plan, and which should consist of the following:

- Prioritization methodology and criteria, developed in conjunction with the County.
- Summaries:
 - ☐ Infrastructure Analysis (Task B.1)
 - ☐ ROM Cost Analysis (Task C.1)
 - ☐ Community Engagement (Task D.1)
- List of priority infrastructure projects
 - ☐ County-led projects
 - ☐ Partnership with non-County service providers

- 5-10-year implementation schedule
- Financing strategy, based on the costs and financing options identified in the ROM Cost Analysis (Task C.1)
- Appendices:
 - Infrastructure Analysis (Task B.1)
 - ROM Cost Analysis (Task C.1)
 - Community Engagement (Task D.1) Notes

Deliverables:

Screencheck Draft, Public Review Draft, and Public Hearing Draft, and Final versions of the CIP.

E. Environmental Analysis/CEQA and NEPA Compliance

Develop environmental documents that evaluate the environmental impacts of the CIPs, and any concurrent amendments to the General Plan, Area Plan, Land Use Policy Map, Zoning Code, and Zoning Map prepared by LA County Planning. The environmental document produced shall meet all the requirements set forth in CEQA (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.) and NEPA (Title 42 of the United States Code (USC), Chapter 55, Section 4321 et seq.), and be internally consistent.

The environmental documents shall be finalized in compliance with all applicable state laws, federal laws, regulations, and executive orders, including but not limited to:

- AB 52 (in conjunction with SB 18)
- Wetlands Only Practicable Alternative Finding
- Section 106 Process
- Section 7 Consultation
- NEPA/404 Concurrence through Final ED Stage
- Section 4(f) Evaluation
- Compliance with all Executive Orders
- Air Conformity Statement

Task F.1 Metro

Task F.1.1: Approach/Project Description

- Develop an approach to preparing the environmental analysis and associated environmental documents in compliance with CEQA/NEPA. This approach should describe how previous CEQA analyses will be integrated or tiered, where applicable.

- o Develop a project description for use in CEQA/NEPA environmental review processes.

Deliverables:

- o Project approach document
- o Draft and Final project description for CEQA/NEPA review processes

Task F.1.2: Notice of Preparation/Notice of Intent and Scoping Meeting(s)

- o Prepare a Notice of Preparation (NOP)/Notice of Intent (NOI), and plan a scoping meeting.
- o Prepare and file the NOP and NOI as necessary with the County Clerk, the State Clearinghouse, and publish the NOI in the Federal Register. The Consultant shall also be responsible for the printing of hardcopies and mailings of notices using the distribution list. LA County Planning will prepare the distribution list, post newspaper ads and on the Department website, and send out email notifications.
- o Prepare a Coordination Plan to garner public and agency participation to comment on the NEPA review process. Agency coordination shall include coordination with EPA, U.S. Army Corps, National Park Service, State Historic Preservation Officer, and other federal agencies as appropriate.
- o Work with LA County Planning to plan for and produce materials for the scoping meeting.
- o Conduct tribal consultation as required by CEQA/NEPA.
- o Host scoping meeting as required by CEQA/NEPA. Language access services will be provided by LA County Planning.

Deliverables:

- o PowerPoint presentation to be used for the scoping meeting
- o Scoping meeting agenda and minutes
- o Draft and Final Coordination Plan
- o Draft and Final NOP
- o Draft and Final NOI

Task F.1.3: Technical Studies

Prepare technical studies and reports as needed to support the PEIR/EIS.

Deliverables:

- o Draft and Final technical studies

Task F.1.4: Screencheck PEIR/EIS

- o Prepare a Screencheck Draft PEIR/EIS for review by LA County Planning and other County agencies. The Screencheck Draft PEIR/EIS will include all technical appendices and reports, and information considered in the analysis.
- o LA County Planning will conduct a review prior to the circulation of the Screencheck Draft PEIR/EIS to other County and federal agencies. The Consultant will revise the Screencheck Draft PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles.

Deliverables:

Screencheck Draft PEIR/EIS (Draft and Final)

Task F.1.5: Draft PEIR/EIS

- o Preparation of the distribution list, email notifications, newspaper ads, and Department website postings will be handled by LA County Planning.
- o Prepare the Notice of Completion (NOC) and submit with the Draft PEIR/EIS package to the State Clearinghouse. Post and distribute the Notice of Availability (NOA), per County guidelines, and file it with the County Clerk and in the Federal Register. The Consultant will also be responsible for the printing of hardcopies and mailing. Please note that the comment period starts when the Federal Register notice is published, not when the document is mailed.
- o Host an NOA meeting during the public comment period. Language access services will be provided by LA County Planning.

Deliverables:

- o Draft and Final NOC
- o Draft and Final NOA
- o Draft PEIR/EIS (Draft and Final)
- o PowerPoint presentation to be used for the NOA meeting
- o NOA meeting agenda and minutes

Task F.1.6: Final PEIR/EIS

- o Prepare Response to Comments to both oral testimony and written responses received during the Draft PEIR/EIS public review period.
- o Upon the completion of the Response to Comments, prepare the Final PEIR/EIS. The Final PEIR/EIS shall include, but is not limited to, all corrections, additions, and clarifications to the Draft PEIR/EIS, Response to Comments, and the Mitigation Monitoring and Reporting Program (MMRP). Additionally, CEQA Findings of Facts and Statement of Overriding Considerations, if applicable, will be prepared. The Consultant will prepare the Final PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles.
- o If applicable, design an MMRP, which shall be circulated to County departments for review and approval.

Deliverables:

- o Draft and Final Response to Comments
- o Draft and Final MMRP, if applicable
- o Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- o Final PEIR/EIS (Draft and Final)

Task F.1.7: Notice of Determination (NOD) and Record of Decision (ROD)

Within five business days of certification of the Final PEIR/EIS, the prepare and file an NOD with the County Clerk and the State Clearinghouse. In addition, publish the ROD in the Federal Register. Please note the Final EIS requires a minimum 30-day waiting period before issuing the ROD. The filing fee(s) is/are included in the cost.

Deliverables:

- o Draft and Final NOD
- o Draft and Final ROD
- o Evidence of payment of the County and federal filing fees

Task F.2 South Bay

Task F.2.1: Approach/Project Description

Develop an approach to preparing the environmental analysis and associated environmental documents in compliance with CEQA/NEPA.

This approach should describe how previous CEQA analyses will be integrated or tiered, where applicable.

- o Develop a project description for use in CEQA/NEPA environmental review processes.

Deliverables:

- o Project approach document
- o Draft and Final project description for CEQA/NEPA review processes

Task F.2.2: Notice of Preparation/Notice of Intent and Scoping Meeting(s)

- o Prepare a Notice of Preparation (NOP)/Notice of Intent (NOI), and plan a scoping meeting.
- o Prepare and file the NOP and NOI as necessary with the County Clerk, the State Clearinghouse, and publish the NOI in the Federal Register. The Consultant shall also be responsible for the printing of hardcopies and mailings of notices using the distribution list. LA County Planning will prepare the distribution list, post newspaper ads and on the Department website, and send out email notifications.
- o Prepare a Coordination Plan to garner public and agency participation to comment on the NEPA review process. Agency coordination shall include coordination with EPA, U.S. Army Corps, National Park Service, State Historic Preservation Officer, and other federal agencies as appropriate.
- o Work with LA County Planning to plan for and produce materials for the scoping meeting.
- o Conduct tribal consultation as required by CEQA/NEPA.
- o Host scoping meeting as required by CEQA/NEPA. Language access services will be provided by LA County Planning.

Deliverables:

- o PowerPoint presentation to be used for the scoping meeting
- o Scoping meeting agenda and minutes
- o Draft and Final Coordination Plan
- o Draft and Final NOP
- o Draft and Final NOI

Task F.2.3: Technical Studies

Prepare technical studies and reports as needed to support the PEIR/EIS.

Deliverables:

- o Draft and Final technical studies

Task F.2.4: Screencheck PEIR/EIS

- o Prepare a Screencheck Draft PEIR/EIS for review by LA County Planning and other County agencies. The Screencheck Draft PEIR/EIS will include all technical appendices and reports, and information considered in the analysis.
- o LA County Planning will conduct a review prior to the circulation of the Screencheck Draft PEIR/EIS to other County and federal agencies. The Consultant will revise the Screencheck Draft PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles.

Deliverables:

Screencheck Draft PEIR/EIS (Draft and Final)

Task F.2.5: Draft PEIR/EIS

- o Preparation of the distribution list, email notifications, newspaper ads, and Department website postings will be handled by LA County Planning.
- o Prepare the Notice of Completion (NOC) and submit with the Draft PEIR/EIS package to the State Clearinghouse. Post and distribute the Notice of Availability (NOA), per County guidelines, and file it with the County Clerk and in the Federal Register. The Consultant will also be responsible for the printing of hardcopies and mailing. Please note that the comment period starts when the Federal Register notice is published, not when the document is mailed.
- o Host an NOA meeting during the public comment period. Language access services will be provided by LA County Planning.

Deliverables:

- o Draft and Final NOC
- o Draft and Final NOA
- o Draft PEIR/EIS (Draft and Final)
- o PowerPoint presentation to be used for the NOA meeting
- o NOA meeting agenda and minutes

Task F.2.6: Final PEIR/EIS

- o Prepare Response to Comments to both oral testimony and written responses received during the Draft PEIR/EIS public review period.
- o Upon the completion of the Response to Comments, prepare the Final PEIR/EIS. The Final PEIR/EIS shall include, but is not limited to, all corrections, additions, and clarifications to the Draft PEIR/EIS, Response to Comments, and the Mitigation Monitoring and Reporting Program (MMRP). Additionally, CEQA Findings of Facts and Statement of Overriding Considerations, if applicable, will be prepared. The Consultant will prepare the Final PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles.
- o If applicable, design an MMRP, which shall be circulated to County departments for review and approval.

Deliverables:

- o Draft and Final Response to Comments
- o Draft and Final MMRP, if applicable
- o Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- o Final PEIR/EIS (Draft and Final)

Task F.2.7: Notice of Determination (NOD) and Record of Decision (ROD)

Within five business days of certification of the Final PEIR/EIS, the prepare and file an NOD with the County Clerk and the State Clearinghouse. In addition, publish the ROD in the Federal Register. Please note the Final EIS requires a minimum 30-day waiting period before issuing the ROD. The filing fee(s) is/are included in the cost.

Deliverables:

- o Draft and Final NOD
- o Draft and Final ROD
- o Evidence of payment of the County and federal filing fees

Task F.3 Westside

Task F.3.1: Approach/Project Description

- o Develop an approach to preparing the environmental analysis and associated environmental documents in compliance with CEQA/NEPA. This approach should describe how previous CEQA analyses will be integrated or tiered, where applicable.
- o Develop a project description for use in CEQA/NEPA environmental review processes.

Deliverables:

- o Project approach document
- o Draft and Final project description for CEQA/NEPA review processes

Task F.3.2: Notice of Preparation/Notice of Intent and Scoping Meeting(s)

- o Prepare a Notice of Preparation (NOP)/Notice of Intent (NOI), and plan a scoping meeting.
- o Prepare and file the NOP and NOI as necessary with the County Clerk, the State Clearinghouse, and publish the NOI in the Federal Register. The Consultant shall also be responsible for the printing of hardcopies and mailings of notices using the distribution list. LA County Planning will prepare the distribution list, post newspaper ads and on the Department website, and send out email notifications.
- o Prepare a Coordination Plan to garner public and agency participation to comment on the NEPA review process. Agency coordination shall include coordination with EPA, U.S. Army Corps, National Park Service, State Historic Preservation Officer, and other federal agencies as appropriate.
- o Work with LA County Planning to plan for and produce materials for the scoping meeting.
- o Conduct tribal consultation as required by CEQA/NEPA.
- o Host scoping meeting as required by CEQA/NEPA. Language access services will be provided by LA County Planning.

Deliverables:

- o PowerPoint presentation to be used for the scoping meeting
- o Scoping meeting agenda and minutes
- o Draft and Final Coordination Plan
- o Draft and Final NOP
- o Draft and Final NOI

Task F.3.3: Technical Studies

Prepare technical studies and reports as needed to support the PEIR/EIS.

Deliverables:

- o Draft and Final technical studies

Task F.3.4: Screencheck PEIR/EIS

- o Prepare a Screencheck Draft PEIR/EIS for review by LA County Planning and other County agencies. The Screencheck Draft PEIR/EIS will include all technical appendices and reports, and information considered in the analysis.
- o LA County Planning will conduct a review prior to the circulation of the Screencheck Draft PEIR/EIS to other County and federal agencies. The Consultant will revise the Screencheck Draft PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles.

Deliverables:

Screencheck Draft PEIR/EIS (Draft and Final)

Task F.3.5: Draft PEIR/EIS

- o Preparation of the distribution list, email notifications, newspaper ads, and Department website postings will be handled by LA County Planning.
- o Prepare the Notice of Completion (NOC) and submit with the Draft PEIR/EIS package to the State Clearinghouse. Post and distribute the Notice of Availability (NOA), per County guidelines, and file it with the County Clerk and in the Federal Register. The Consultant will also be responsible for the printing of hardcopies and mailing. Please note that the comment period starts when the Federal Register notice is published, not when the document is mailed.
- o Host an NOA meeting during the public comment period. Language access services will be provided by LA County Planning.

Deliverables:

- o Draft and Final NOC
- o Draft and Final NOA
- o Draft PEIR/EIS (Draft and Final)

- o PowerPoint presentation to be used for the NOA meeting
- o NOA meeting agenda and minutes

Task F.3.6: Final PEIR/EIS

- o Prepare Response to Comments to both oral testimony and written responses received during the Draft PEIR/EIS public review period.
- o Upon the completion of the Response to Comments, prepare the Final PEIR/EIS. The Final PEIR/EIS shall include, but is not limited to, all corrections, additions, and clarifications to the Draft PEIR/EIS, Response to Comments, and the Mitigation Monitoring and Reporting Program (MMRP). Additionally, CEQA Findings of Facts and Statement of Overriding Considerations, if applicable, will be prepared. The Consultant will prepare the Final PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles.
- o If applicable, design an MMRP, which shall be circulated to County departments for review and approval.

Deliverables:

- o Draft and Final Response to Comments
- o Draft and Final MMRP, if applicable
- o Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- o Final PEIR/EIS (Draft and Final)

Task F.3.7: Notice of Determination (NOD) and Record of Decision (ROD)

Within five business days of certification of the Final PEIR/EIS, the prepare and file an NOD with the County Clerk and the State Clearinghouse. In addition, publish the ROD in the Federal Register. Please note the Final EIS requires a minimum 30-day waiting period before issuing the ROD. The filing fee(s) is/are included in the cost.

Deliverables:

- o Draft and Final NOD
- o Draft and Final ROD
- o Evidence of payment of the County and federal filing fees

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 This scope of work may require modifications to accommodate special tasks that may arise during the course of the Contract, including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the Contract, the Consultant may be notified in writing of desired scope changes by the County. Any desired changes must be mutually agreed upon, in writing, between the Consultant and the County.

2.2 The Consultant shall report directly to the County Project Manager.

- The Consultant shall keep the County Project Manager apprised of the progress of project on an ongoing basis, including providing the County with a monthly report describing work progress.
- The County shall provide the Consultant with all in-house documents and information related to the project.
- The Consultant has no authority to require work from the County staff. If the need arises where the Consultant needs assistance from the County, Consultant shall make a request to be routed through the County Project Manager for action.

2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Consultant, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Consultant's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report (Exhibit A-4)

Verbal notification of a contract discrepancy will be made to the Contract Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Consultant.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within five (5) workdays.

4.2 County Observations

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

5.0 RESPONSIBILITIES

The County's and the Consultant's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Consultant in areas relating to policy, information, and procedural requirements. Should instances arise where the Project Consultant or sub-Consultant determine that impacts to the project schedule are imminent, the Project Consultant or sub-Consultant may elevate concerns directly to the Deputy Director of Advance Planning.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 Furnished Items

5.2.1 County Holiday Calendar

CONSULTANT

5.3 Project Manager

5.3.1 Consultant shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all work-week days (Monday through Thursday), between 7:00am and 6:00pm, for the duration of the Contract. Consultant shall provide a telephone number where the Project Manager may be reached.

5.3.2 Project Manager shall act as a central point of contact with the County.

5.3.3 Project Manager shall have full authority to act for Consultant on all matters relating to the daily operation of the Contract. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

5.4 Personnel

5.4.1 Consultant shall assign a sufficient number of employees to perform the required work.

5.4.2 Consultant shall assign personnel that will be equipped to provide the County with best practices and other strategic direction to the County.

5.4.3 Consultant must notify LA County Planning if any sub-consultants will be used for the Project, specifying the individual or firm to be utilized.

5.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by the employees.

5.6 Training

Consultant shall provide training programs for all its employees.

5.7 Consultant's Office

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. The office shall be staffed during the hours of 7 a.m. to 6 p.m., Monday through Thursday, by at least one employee who can

respond to inquiries that may be received about the Consultant's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.

6.0 WORK SCHEDULES

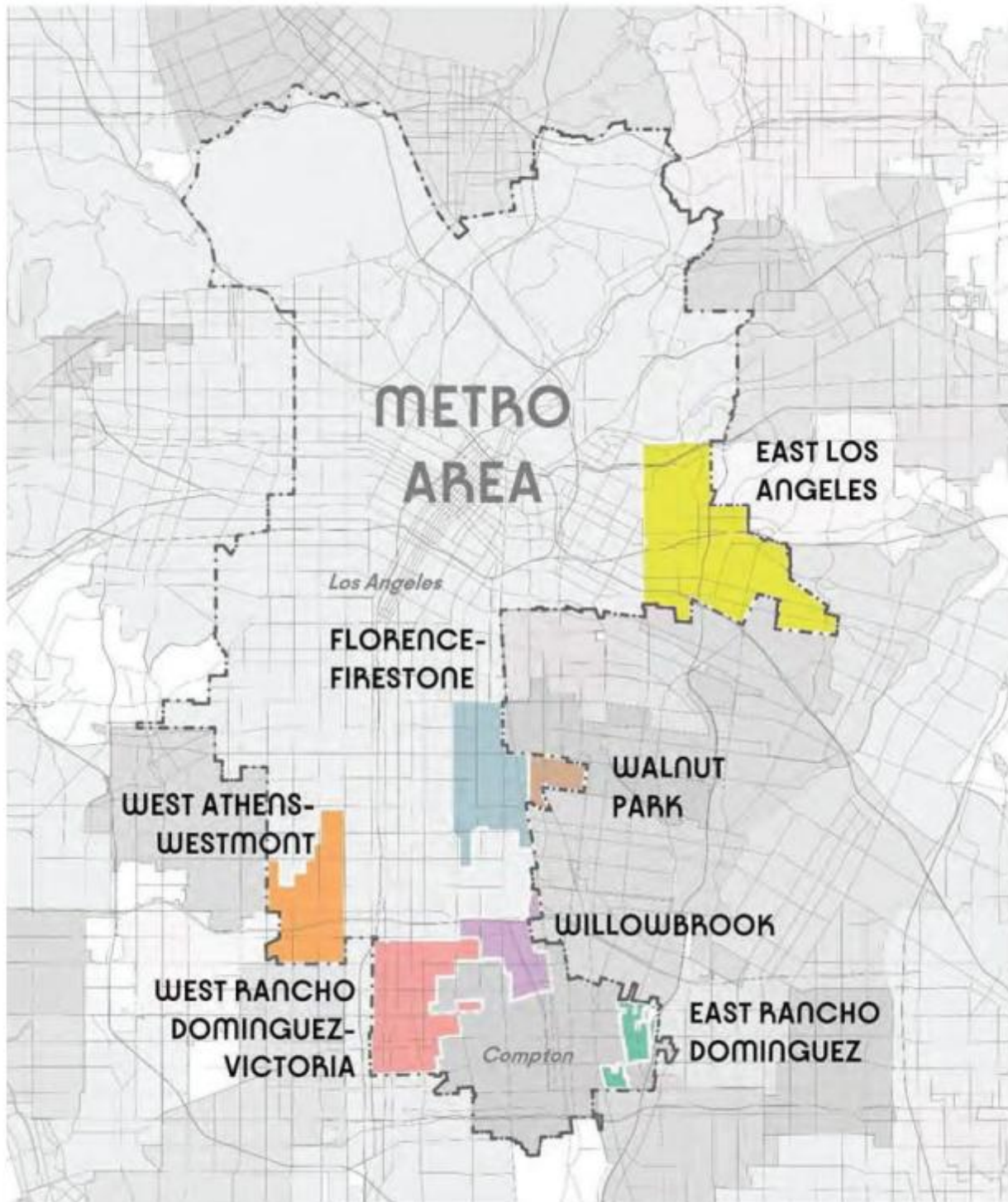
- 6.1** Consultant shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

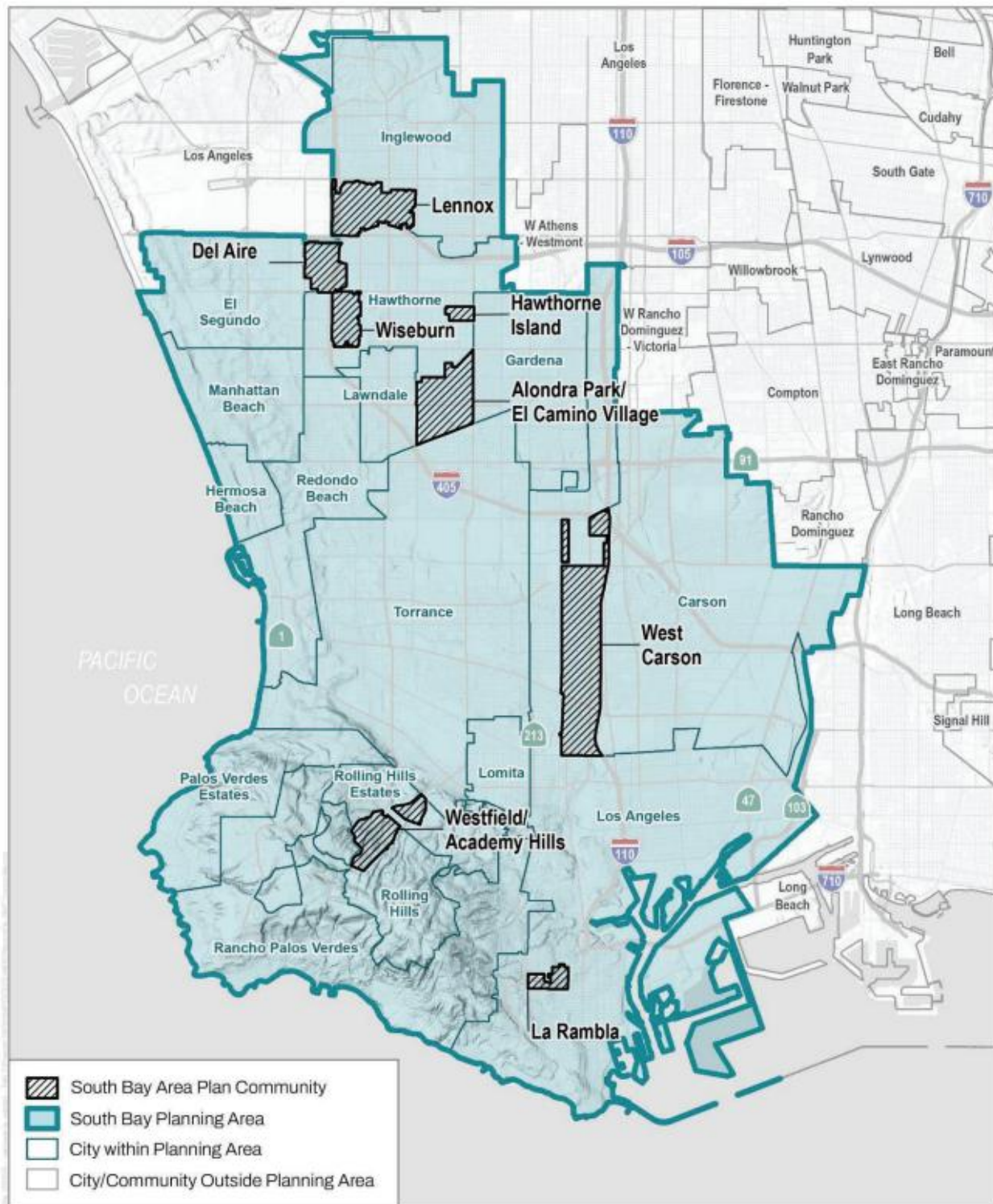
7.0 UNSCHEDULED WORK

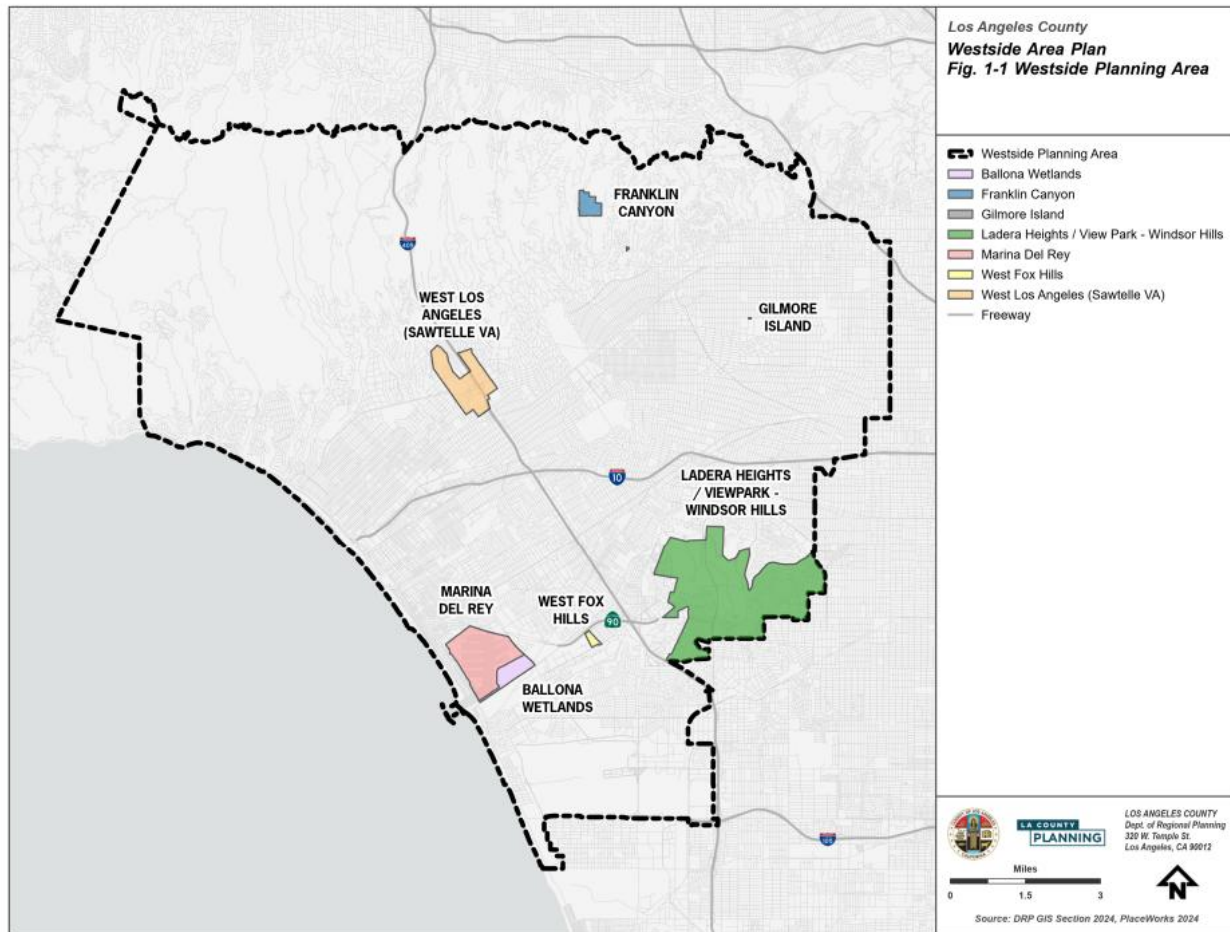
- 7.1** The County Project Manager or their designee may authorize the Consultant to perform unscheduled work, including but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 7.2** Prior to performing any unscheduled work, the Consultant shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Consultant's estimate, the County Project Manager or their designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 7.3** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Consultant shall contact County Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Consultant shall submit an invoice to County Project Manager within five (5) working days after completion of the work.
- 7.4** All unscheduled work shall commence on the established specified date. Consultant shall proceed diligently to complete said work within the time allotted.
- 7.5** The County reserves the right to perform unscheduled work itself or assign the work to another Consultant.

8.0 GREEN INITIATIVES

- 8.1** Consultant shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2** Consultant shall notify County Project Manager of Consultant’s new green initiatives prior to the contract commencement.







CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

| | | |
|---|--|---|
| Date: Click or tap here to enter text. | | Contractor Response Received: Click or tap here to enter text. |
| Contractor: Click or tap here to enter text. | Contract No. Click or tap here to enter text. | County's Project Manager: Click or tap here to enter text. |
| Contact Person: Click or tap here to enter text. | Telephone: Click or tap here to enter text. | County's Project Manager Signature: |
| Email: Click or tap here to enter text. | | Email: Click or tap here to enter text. |

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy | Contractor's Response* | County Use Only | | |
|-----|--|--|--|--|--|
| | | | Date Correction Due | Date Completed | Approved |
| 1 | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

*Use additional sheets if necessary

| | |
|--|--|
| Contractor's Representative Signature | Click or tap here to enter text. |
| | Date Signed |

| |
|--|
| Additional Comments: Click or tap here to enter text. |
| |