

**REQUEST FOR PROPOSALS  
FOR  
CONSULTANT SERVICES**

**MASTER AGREEMENT FOR STRATEGIC  
PLANNING AND RELATED SERVICES**



**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

## REQUEST FOR PROPOSALS OVERVIEW

**Proposers are encouraged to read this Request for Proposals carefully and follow all instructions set forth when submitting their proposals to ensure proper consideration.**

■ **Part A — General Information and Requirements**

This section specifies the Proposer minimum requirements, gives detailed instructions to Proposers for submitting their proposal, and describes the proposal evaluation process.

■ **Part B — Scope of Services**

The Scope of Services describes the specific services for which proposals are being solicited. Once a contractor has been selected, this section will become part of the contract.

■ **Part C — Proposal Format**

This section specifies the format Proposers should use in preparing their proposal and includes all required forms that are to be completed and submitted.

■ **Part D — Master Agreement (Sample Contract)**

Proposers are encouraged to review carefully the Master Agreement. Submission of a proposal constitutes acceptance of these terms and conditions, unless exceptions are noted and alternatives suggested, as indicated in Part C.



## **GENERAL INFORMATION AND REQUIREMENTS**

The County of Los Angeles (County) by and through the Chief Executive Office (CEO) requests proposals from consulting firms to provide Strategic Planning Consulting Services (strategic planning, performance measurement, customer service) and/or related training.

### **1. PURPOSE**

The County of Los Angeles Board of Supervisors has adopted Values, a Mission Statement and a Strategic Plan. The County's Strategic Plan, initially approved in November 1999, was last updated in March 2010. It includes five goals with supporting strategies and objectives. The initial Plan included an objective requiring each County department to have a departmental strategic plan consistent with the countywide Plan.

The purpose of this Request for Proposals (RFP) is to select firms that will be available to perform strategic planning consulting services, including performance measurement and customer service planning/training, as needed by individual County departments to develop their departmental strategic plans and/or update them to remain consistent with the County's Plan and to assist them in implementing and achieving both departmental and County Strategic Plan goals, strategies and objectives.

On April 10, 2001, the Los Angeles County Board of Supervisors approved an initial non-exclusive Master Agreement with 12 firms, and authorized the Chief Executive Office (CEO) to sign a Master Agreement with additional firms, during the term of the Agreement, that meet all minimum requirements and qualifications outlined in this RFP. Selected firms will be offered a non-exclusive Master Agreement for those project types for which they qualify. County departments, through Purchase Orders, will contract individual projects with Master Agreement firms as the need arises. The Master Agreement guarantees no minimum amount of work.

### **2. BACKGROUND**

The County of Los Angeles is one of the nation's largest counties with 4,084 square miles, an area some 800 square miles larger than the combined area of the states of Delaware and Rhode Island. Los Angeles County includes the islands of San Clemente and Santa Catalina. It is bordered on the east by Orange and San Bernardino Counties, on the north by Kern County, on the west by Ventura County and on the South by the Pacific Ocean. Its coastline is 75 miles long.

It has the largest population (10.4 million as of January 2009) of any county in the nation, exceeding all but eight states. It is important to note that approximately 27 percent of California's residents live in Los Angeles County. The ethnic make up of the County is as follows:

Hispanic	44.6%
White	31.1%
Asian	12.3%
Black	9.7%
American Indian	0.5%
Pacific Islander	0.3%

The Board of Supervisors is the governing body of the County of Los Angeles. As a subdivision of the state, the County is charged with providing numerous services that affect the lives of all residents. Traditional mandatory services include law enforcement, property assessment, tax collection, public health protection, public social services, and relief to indigents. Among the specialized services are flood control, water conservation, parks and recreation, and many diversified cultural activities.

The County of Los Angeles government consists of 39 County departments and approximately 102,400 budgeted positions. The spectrum of job listings - from clerk to truck driver, sanitarian to psychiatrist, scientist to scuba diver, attorney to helicopter pilot - encompasses nearly every trade and profession and illustrates the complexity of County government.

The Los Angeles County Board of Supervisors has delegated authority to the CEO to award any Master Agreement resulting from this RFP. The Master Agreement is set forth in Part D of this RFP. Upon approval and execution of any Master Agreement, the CEO will administer and monitor the Master Agreement on behalf of the County.

### **3. PROPOSER'S MINIMUM REQUIREMENTS**

In order to have a proposal considered, prospective Proposers must meet the following minimum requirements:

- Proposer must have been in business for at least three years and demonstrate a minimum of three years' experience providing similar consultant services.
- Proposer must provide at least three references relating to the job performance and scope of work completed within the last two years in the area of strategic planning. It is desirable that one reference be from a public entity.
- Proposal must comply with the RFP format and requirements, be properly organized regarding content and sequence, and contain all forms as required in Part C, "Proposal Format," of this RFP.
- Proposer must demonstrate a history of hiring GAIN participants or a willingness to hire them, as described in Section 21, "Consideration of Gain Program Participants for Employment," of the Sample Contract in Part D of this RFP.
- Proposer must have complied with the District Attorney's Child Support Reporting requirements described in Section 22, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," of the Sample Contract in Part D of this RFP.

- Proposer must have the ability to comply with all insurance provisions as set forth in Section 34, “Insurance Coverage Requirements,” of the Sample Contract in Part D of this RFP.

**4. RFP ADDENDA**

County, in its sole discretion, may interpret or change any provision of this RFP at any time prior to the proposal submission deadline. Any such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum shall become part of this RFP and may become part of any resultant contract. Such addendum shall 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, a proposal’s failure to address the requirements or such addendum might result in the proposal not being considered. Any addendum will be issued a minimum of three business days prior to the due date for the proposal.

**5. RFP TIMETABLE**

As authorized by the Board of Supervisors, the CEO may accept proposals during the term of the Master Agreement on a continuous basis beginning Monday, April 16, 2001. Proposals will be evaluated and Proposers will be notified of results.

**6. QUESTIONS REGARDING THE RFP AND THE PROPOSAL SUBMISSION**

Proposers may direct questions about the RFP to:

Mr. Kary L. Golden  
Master Agreement Program Administrator  
Office of Strategic Initiatives  
Chief Executive Office  
500 W. Temple, Room 750  
Los Angeles, CA 90012  
Telephone: (213) 974-1319  
Email: [kgolden@ceo.lacounty.gov](mailto:kgolden@ceo.lacounty.gov)

**7. DEADLINE FOR PROPOSAL SUBMISSION**

Proposers shall submit the original and two copies of their proposal along with an electronic version no later than the date specified in the solicitation cover letter to:

Mr. Kary L. Golden, Master Agreement Program Administrator  
Office of Strategic Initiatives  
Chief Executive Office  
500 W. Temple, Room 750  
Los Angeles, CA 90012  
Email: [kgolden@ceo.lacounty.gov](mailto:kgolden@ceo.lacounty.gov)

The proposal must be typed on 8½"x 11" paper. The original proposal and copies shall be enclosed in a sealed envelope or box with the name and address of the Proposer plainly marked in the upper left hand corner, and labeled "PROPOSAL FOR CONSULTANT SERVICES" in the lower left-hand corner.

Proposals are to be made based on the contents of this RFP and any addendum, and according to the format shown in Part C, "Proposal Format," of this RFP. The CEO and the County shall assume no responsibility for any misunderstandings or representations concerning information provided, or conditions given, by any of its employees prior to the execution of the contract unless it is included in this RFP or in an addendum to the RFP.

## **8. COUNTY OPTION TO REJECT PROPOSALS**

The County reserves the sole right to judge the contents of the submitted proposals. Proposals that, in the County's sole discretion, are incomplete and/or do not follow content and format guidelines may be disqualified without further consideration. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred in connection with the preparation and submission of any proposal.

## **9. EVALUATION COMMITTEE**

An Evaluation Committee that will include representatives from the CEO and may also include representatives from other County Departments will evaluate proposals. The County may utilize the services of appropriate experts to assist in the evaluation process. The Evaluation Committee, in its sole discretion, may delegate certain functions to one or more subcommittees of the Evaluation Committee.

## **10. EVALUATION PROCESS**

Proposals will first be reviewed for compliance with the minimum requirements set forth in Section 3, "Proposer's Minimum Requirements," of this Part A. Failure to meet the minimum requirements may eliminate the proposal from any further consideration. Proposals that meet the minimum requirements will be given a pass or fail score based on the following criteria:

### **Proposer's Experience/Capability**

- Suitability and appropriateness of the firm's experience and performance in providing similar services. Prior experience with the County, if any, will also be analyzed and considered.
- Qualifications of firm's personnel to provide the required services.
- Evaluation of firm's references.

- Existence and magnitude of any pending litigation against the firm.

### **Work Statements**

- Appropriateness and thoroughness of the firm's understanding of the scope and complexity of County's requirements as demonstrated in their proposal.
- Overall level of detail in firm's proposal.
- Analysis of firm's demonstrated ability to provide requested services and to meet or exceed level specified herein.

### **Exceptions**

- Magnitude of any exceptions taken to the RFP.
- Suitability and appropriateness of any alternatives proposed.

## **11. ACCEPTANCE OF TERMS AND CONDITIONS**

Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of this RFP and any RFP addenda, including but not limited to, Part B, "Scope of Services."

## **12. NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT**

Responses to this RFP become the exclusive property of the CEO and the County. At such time as the CEO executes a contract, all proposals submitted shall be regarded as public records. Exceptions will be those elements in each proposal that are defined by the Proposer as business or trade secrets and so marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." The CEO and the County shall not in any way be liable or responsible for the disclosure of any such records, including, but not limited to, those so marked if disclosure is deemed to be required by law or by court order.

## **13. TRUTH AND ACCURACY OF REPRESENTATIONS**

False, incomplete, or unresponsive statements in connection with a proposal may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements shall be in County's sole judgment and its judgment shall be final.

## **14. PROPOSER CHANGES**

A proposal, which contains conditions or limitations established by the Proposer, may be deemed irregular and be rejected by the County, in its sole discretion.



## **15. COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES**

The County of Los Angeles has a policy for assisting small businesses to ensure that small businesses are not disadvantaged by the contracting and acquisition process and that program are implemented to assist them in fair, open competition. The County's policy on doing business with small businesses is included at the end of this Part A (Attachment A). The County will not be certifying small businesses status; small business certifications from other agencies that utilize the State's Small Business Administration definition shall be accepted by the County as documentation of "small business" status. Data on documented small businesses is gathered for statistical purposes. The County does certify the local status of State certified small businesses (see Section 16).

## **16. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code (Attachment E). A Certified Local SBE is: 1) a business having its principal office currently located in Los Angeles County for a period of at least the past twelve months, and 2) certified by the State of California as a small business enterprise. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. 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 Local SBE. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default.html>.

## **17. DETERMINATION OF PROPOSER RESPONSIBILITY**

- A. 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 contractors.
- B. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Codes, 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

subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- C. The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Proposer may not be responsible, the CEO shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The CEO shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for the CEO's recommendation. If the Proposer fails to avail itself of the opportunity to rebut the County's evidence, the Proposer may be deemed to have waived all rights of appeal.
- E. If the Proposer presents evidence in rebuttal to the CEO, the CEO shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- F. These terms shall also apply to proposed subcontractors of Proposers on County contracts.

**18. CONTACT WITH COUNTY PERSONNEL**

Any questions regarding the County's contracting process should be directed to:

Mr. Kary L. Golden, Master Agreement Program Administrator  
Office of Strategic Initiatives  
Chief Executive Office  
500 W. Temple, Room 750  
Los Angeles, CA 90012  
Telephone: (213) 974-1319  
Email: [kgolden@ceo.lacounty.gov](mailto:kgolden@ceo.lacounty.gov)

All potential Proposers are specifically directed not to contact any County personnel other than the person listed above or his/her designee.

The CEO and the County are 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 as a written addendum to this RFP.



## Notice 1015

(Rev. December 2008)

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

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

**Note.** You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice 1015 (Rev. 12-2008)  
Cat. No. 205991



## COUNTY OF LOS ANGELES

### POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the *Los Angeles Times* and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### WE RECOGNIZE

*The importance of small business to the County*

- *Fueling local economic growth*
- *Providing new/abs*
- *Creating new local tax revenues*
- *Offering new entrepreneurial opportunity to those historically under-represented in business*

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

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

#### WE THEREFORE SHALL:

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

Insert Attachment B – IRS Notice 1015

## CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

For a current listing of contractors debarred in Los Angeles County please click on to the link below:

<http://purchasingcontracts.co.la.ca.us/DebarmentList.asp>

## CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

### Title 2 ADMINISTRATION

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#### Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

##### 2.203.010 Findings.

##### 2.203.020 Definitions.

##### 2.203.030 Applicability.

##### 2.203.040 Contractor Jury Service Policy.

##### 2.203.050 Other Provisions.

##### 2.203.060 Enforcement and Remedies.

##### 2.203.070 Exceptions.

##### 2.203.090 Severability.

##### **2.203.010 Findings.**

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



## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

#### **2.203.030 Applicability.**

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

#### **2.203.040 Contractor Jury Service Policy.**

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

#### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 002-0015 § 1 (part), 2002)

### **2.203.070 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000;and
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM ORDINANCE

### Chapter 2.204 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

[2.204.010 Introduction.](#)

[2.204.020 Purpose.](#)

[2.204.030 Definitions.](#)

[2.204.040 Administration.](#)

[2.204.050 Certification as a local small business enterprise.](#)

[2.204.051 Certification as a small business enterprise in certain federally funded county solicitations.](#)

[2.204.060 Responsibilities and standards.](#)

[2.204.070 Exclusions.](#)

[2.204.080 Violations and sanctions.](#)

[2.204.090 Appeals for reconsideration of local small business enterprise certification.](#)

[2.204.100 Applicability.](#)

#### **2.204.010 Introduction.**

The board of supervisors finds that it is of benefit to the county of Los Angeles to promote and facilitate the fullest possible participation by all citizens in the affairs of the county in every way possible. It is also essential that opportunities be provided for full participation in our free enterprise system by small business enterprises. Further, it is the policy of the board that the county should aid and assist, to the maximum extent possible, the interests of local small business concerns in order to preserve free competitive enterprise and to ensure that a fair proportion of the total purchases and contracts or subcontracts for purchase of goods or services for the county be placed with such enterprises. (Ord. 2002-0057 § 1 (part), 2002.)

#### **2.204.020 Purpose.**

The county of Los Angeles local small business enterprise preference program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for local small businesses within the county of Los Angeles. The program priorities were developed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure all businesses, including local small businesses, are provided equal opportunities in county purchasing and contracting activities. (Ord. 2002-0057 § 1 (part), 2002.)

#### **2.204.030 Definitions.**

For the purpose of this chapter, the following words and phrases are defined and shall be construed as having the following meaning:

- A. "County" shall mean the county of Los Angeles or any public entities for which the board of supervisors is the governing body.
- B. "Department" shall mean the county department, entity, or organization responsible for the solicitation.

- C. "Local small business enterprise" shall mean:
1. A business which is certified by the State of California as a small business and has had its principal office located in Los Angeles County for at least one year; or
  2. In federally funded County solicitations subject to the federal restriction on geographical preferences, a business which is certified as small by the SBA or which is registered as small on the federal Central Contractor Registration data base.
- D. "SBA" shall mean the federal Small Business Administration.
- E. "Solicitation" shall mean the county's process to obtain bids or proposals for goods and services. (Ord. 2007-0090 § 1, 2007; Ord. 2002-0057 § 1 (part), 2002.)

#### **2.204.040 Administration.**

The chief administrative officer (CAO) with the assistance of county counsel (COCO), internal services department (ISD), and the office of affirmative action compliance (OAAC), shall issue interpretations of the provisions of this chapter, and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments. (Ord. 2002-0057 § 1 (part), 2002.)

#### **2.204.050 Certification as a local small business enterprise.**

OAAC shall be responsible for verifying that a local small business is already certified as a small business by the state of California and that the business has its principal office located in Los Angeles County. OAAC shall certify local small business enterprises and maintain records of the certified businesses and their participation in county purchasing and contracting. (Ord. 2002-0057 § 1 (part), 2002.)

#### **2.204.051 Certification as a small business enterprise in certain federally funded county solicitations.**

Where geographic preferences are precluded by federal funding restrictions, County departments shall be responsible for verifying that a small business enterprise is certified by the SBA or is registered as small on the federal Central Contractor Registration data base. (Ord. 2007-0090 § 2, 2007.)

#### **2.204.060 Responsibilities and standards.**

- A. In order to facilitate the participation of local small business enterprises in county purchases of goods and services, county departments shall provide for local small business enterprise preferences in their purchase of goods and services where responsibility and quality are equal.
- B. In solicitations where an award is to be made to the lowest responsible bidder meeting specifications, the preference to the local small business enterprise shall be five percent of the lowest responsible bidder meeting specifications, determined according to the instructions issued by the CAO.

- C. In solicitations where an award is to be made to the highest scored proposer based on evaluation factors in addition to price, the preference to the local small business enterprise shall be five percent of the cost/price component of the evaluation method, determined according to the instructions issued by the CAO.
- D. The local small business enterprise preference under subsections B and C of this section shall not exceed \$50,000.00 for any one solicitation and award determination.
- E. In order for a local small business enterprise to be eligible to claim the preference, the business must request the preference in the solicitation response. (Ord. 2002-0057 § 1 (part), 2002.)

#### **2.204.070 Exclusions.**

The local small business enterprise preference shall not be given for the following county purchases:

- A. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar or related group purchasing organization.
- B. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.40 or a successor provision.
- C. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy Manual, Section P-2810 or a successor provision.
- D. A non-agreement purchase with a value of less than \$5,000.00 pursuant to the Los Angeles County Purchasing Policy Manual, Section A-03000 or a successor provision.
- E. Any contract, funded in whole or in part by the federal government, to the extent of any conflict between the requirements imposed by the federal government relating to participation in a contract by a minority or women business enterprise as a condition of the receipt of the federal funds. (Ord. 2002-0057 § 1 (part), 2002.)

#### **2.204.080 Violations and sanctions.**

- A. The information furnished by each solicitation respondent requesting a local small business enterprise preference shall be under penalty of perjury.
- B. No person or business shall knowingly and with 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 local small business enterprise for the purpose of this chapter.
- C. No person or business shall 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 local small business enterprise.

- D. A business which has obtained certification as a local small business enterprise 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 a contract to which it would not otherwise have been entitled, shall:
1. 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;
  2. In addition to the amount described in subdivision 1 of subsection D of this section, be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved; and
  3. Be subject to the provisions of Chapter 2.202 of the county code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall 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 OAAC of this information prior to responding to a solicitation or accepting a contract award. (Ord. 2007-0090 § 3, 2007: Ord. 2002-0057 § 1 (part), 2002.)

**2.204.090 Appeals for reconsideration of local small business enterprise certification.**

OAAC will investigate any complaint of eligibility received by the county concerning the local small business enterprise preference program. (Ord. 2002-0057 § 1 (part), 2002.)

**2.204.100 Applicability.**

This chapter shall apply to all solicitations issued 90 days after the effective date of the ordinance codified in this chapter. (Ord. 2002-0057 § 1 (part), 2002.)

**PART B – SCOPE OF SERVICES**

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**ATTACHMENT    LOS ANGELES COUNTY STRATEGIC PLAN**



## **SCOPE OF SERVICES**

### **1. BACKGROUND**

The County of Los Angeles has adopted a Countywide Strategic Plan (Attachment I). The County's Strategic Plan includes an objective requiring each County department to develop a departmental strategic plan that is consistent with the County Plan. Some County departments already have a strategic plan; others are in the process of developing one; and others need to develop a plan. Departments may need assistance to develop a departmental strategic plan to refine their current plan, to implement their plan successfully, and/or to integrate the elements of the Countywide Strategic Plan into their individual department plans. Individual County departments may utilize the Master Agreement resulting from this solicitation to secure services of a consultant, as needed, to accomplish County Strategic Plan requirements.

### **2. OBJECTIVES**

The County wishes to establish a non-exclusive Master Agreement with qualified consultants to assist departments, as requested, to meet the County's Strategic Plan requirements. Individual County departments may solicit proposals from the Master Agreement consultants for the specific services requested. **There is no guarantee of a contract based on selection of a consultant for a Master Agreement.**

The County anticipates issuing a variety of Requests for Services (RFS) for Strategic Planning Consulting Services; strategic planning, performance measurement, and customer service. Accordingly, this RFP is directed to all firms that possess the necessary skills and experience in one or more of these areas and are willing and able to provide these services to individual County departments in a cost effective manner, on an as-needed basis.

### **3. REQUESTED SERVICES**

The following describes the types of services to be performed under the Master Agreement. Specific services provided by consultant must align with the County's established framework and approach to strategic planning, including terminology. Firms may submit proposals to perform one or more of the services described below:

- **Strategic Planning**

Develop a comprehensive departmental strategic plan that reflects the goals, strategies, and objectives of the County's Strategic Plan, as well as the specific goals, strategies, and objectives of the department, and training required to implement.

- Performance Measurement

Develop key service delivery standards for departmental services/programs, related performance measures and outcome measures, a performance measurement system to monitor and track improvement in public service delivery. May also include development of baseline organizational effectiveness data for internal/external services, and training required to implement.

- Customer Services

Assess customer service needs, develop programs to improve customer service, and establish a system to assess customer satisfaction and measure improvement, and training required to implement.

#### **4. REQUIREMENTS**

The County prefers consultants with experience working with both public and private sector agencies, and who meet the following requirements:

- Consultant shall have three years' experience successfully providing similar consultant services to public and/or private sector agencies/organizations.
- Consultant's Contract Manager shall have at least three years' experience providing similar services to other public and/or private sector agencies/organizations.
- Consultant's Project Manager and other key personnel shall have at least one year of experience with the consultant providing similar services to other public and/or private sector agencies/organizations.
- Consultant must clearly demonstrate the capability to provide training and/or facilitation services in strategic planning and/or related services described in Section 3, "Requested Services," of this Part B.

#### **5. STANDARD CONTRACTING METHODOLOGY FOR REQUEST FOR SERVICE (RFS)**

The following describes the typical process that individual County departments will use in selecting a Master Agreement firm for a give project. This does not preclude a County department from awarding a project directly to a specific Master Agreement firm when it is in the County's best interest.

**A. Request for Services (RFS)**

Individual County departments will determine when a Master Agreement firm can best perform a strategic planning project. The County department will then send a RFS to Master Agreement firm(s). The RFS will be in the form of a Statement of Work which describes the specific project in detail, including the scope, required skills, completion dates, and reporting requirements. Firms will usually be given three to six weeks after the issue date to submit proposals for the project.

**B. Proposal Submission for RFS Projects**

In response to the RFS, interested Master Agreement firms will submit proposals to the County department including:

- 1) A detailed work plan, describing the firm's proposed approach to the project and a full description of the planned methodology to be employed.
- 2) A timetable for completing the project.
- 3) Resumes and work experience summaries of the proposed project team, including the project manager, supervisory personnel, and professional staff.
- 4) A description of the firm's experience and capabilities in the project area.
- 5) A number of hours and cost for each person on the project team, using hourly rates.
- 6) The total maximum cost to complete the project.

**C. Proposal Evaluation and Selection for RFS Projects**

Representatives of the County department, and possibly other County departments, will evaluate and score the proposals based on factors that may include:

- Work plan quality
- Response time
- Experience of personnel and the firm
- Project costs

**D. Purchase Order**

If a Consultant is selected, the County department will issue a requisition to the County's Purchasing Agent recommending execution of a Purchase Order for the specific project. Any additional services shall require prior written approval and an amendment to the Purchase Order.

**E. Invoicing and Payment**

Consultant shall submit invoices to the County department for payment. The Consultant shall be compensated in accordance with the approved Purchase Order upon completion and acceptance of the work by the County department.

**F. Fee Schedule**

The fee is based upon fair and reasonable fees negotiated between the Consultant and the County department and set forth in the Purchase Order.

**G. Schedule**

Services shall be performed with due diligence, and in a timely manner. All work shall be performed and submitted to the County department in accordance with the approved Purchase Order.

COUNTY OF LOS ANGELES

# Strategic Plan



## ◆ County Mission ◆

To enrich lives through effective and caring service

## ◆ County Values ◆

Our philosophy of teamwork and collaboration is anchored in our shared values:

- **Accountability** – We accept responsibility for the decisions we make and the actions we take.
- **Can-Do Attitude** – We approach each challenge believing that, together, a solution can be achieved.
- **Compassion** – We treat those we serve and each other in a kind and caring manner.
- **Customer Orientation** – We place the highest priority on meeting our customers' needs with accessible, responsive quality services, and treating them with respect and dignity.
- **Integrity** – We act consistent with our values and the highest ethical standards.
- **Leadership** – We engage, motivate and inspire others to collaboratively achieve common goals through example, vision and commitment.
- **Professionalism** – We perform to a high standard of excellence. We take pride in our employees and invest in their job satisfaction and development.
- **Respect for Diversity** – We value the uniqueness of every individual and their perspective.
- **Responsiveness** – We take the action needed in a timely manner.

## ◆ Strategic Plan Goals ◆

1. **Operational Effectiveness:** Maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.
2. **Children, Family and Adult Well-Being:** Enrich lives through integrated, cost-effective and client-centered supportive services.
3. **Community and Municipal Services:** Enrich the lives of Los Angeles County's residents and visitors by providing access to cultural, recreational and lifelong learning facilities programs; ensure quality regional open space, recreational and public works infrastructure services for County residents; and deliver customer oriented municipal services to the County's diverse unincorporated communities.
4. **Health and Mental Health:** Improve health and mental health outcomes and efficient use of scarce resources, by promoting proven service models and prevention principles that are population-based, client-centered and family-focused.
5. **Public Safety:** Ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County.

# COUNTY OF LOS ANGELES STRATEGIC PLAN

## *Plan Structure*

The County of Los Angeles Strategic Plan consists of the following components, beginning with the broadest and most long-term elements to the most specific, short-range and tactical activities:

**Mission Statement:** An overarching, timeless expression of the County's purpose and aspiration, addressing both what the County seeks to accomplish and the manner in which the County seeks to accomplish it.

**Values:** Shared attributes and behaviors that inform and guide our actions in delivering services.

**Goals (and Goal Statement):** Goals identify the major service or programmatic areas where the County will focus its strategic efforts. Goal Statements are broad, long-range "visions" for a significant area of the County's operations. It defines what the County must accomplish to achieve its mission. Implementation will require collaboration within and across programmatic clusters for achievement.

**Strategies:** Strategies, outline at a high level how the Goal will be accomplished. Strategies should represent the major direction that the County will undertake to achieve the Goal. Strategies are seen as having a five-year, or more, time horizon.

*The preceding components **require approval by the Board of Supervisors**, including any updates or revisions. As the components below are more business/implementation/action plans and may need to be revised on a more frequent, tactical basis based upon experience or changed circumstances, they are provided for information purposes. Specific enabling actions may require Board action and will be brought forward at the appropriate time of implementation.*

**Objectives:** Objectives are specific steps, or action plans, on how to accomplish Strategies and include specific timeframes. Objectives are reviewed regularly and updated annually.

**Individual Departmental Strategic Plans:** Strategic plans at the departmental level detail that specific department's role and activities in support of the County Strategic Plan Goals, Strategies and Objectives. Departmental strategic plans may also include department-specific goals and priorities that are not specifically addressed within the major goals of the County Strategic Plan.

**COUNTY OF LOS ANGELES STRATEGIC PLAN**  
**2009-10 Update**  
**Goals and Strategies**

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**GOAL 1: OPERATIONAL EFFECTIVENESS:**

**Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.**

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**Strategy 1:** Fiscal Sustainability: Promote sound, prudent, and transparent short- and long-range fiscal policies and practices that help ensure maintenance of critical, high priority County public services despite cyclical economic conditions.

**Strategy 2:** Service Excellence and Organizational Effectiveness:

- a. Streamline and improve administrative operations and processes (e.g., human resources/classification/compensation, contracting, procurement, and capital projects/space management) to increase effectiveness, enhance customer service, and support responsive County operations. Employ performance measures to help develop targets.
- b. Evaluate organizational structure to achieve operational efficiencies and improve County service delivery, including restructuring or consolidating existing County departments, functions, or commissions, and partnerships with external agencies.

**Strategy 3:** Environmentally Responsible Practices: Implement environmentally-responsible practices in County operations to reduce County's "Carbon Footprint" and promote environmental stewardship, including actions to meet the County goal of a 20 percent reduction in energy and water usage in County facilities by 2015. Align these efforts with the County's larger responsibilities in both unincorporated areas and as a partner in regional collaboratives.

**Strategy 4:** Workforce Excellence: Implement human capital management best practices (e.g., succession planning, professional development, employee surveys) to enhance the recruitment, development, and retention and well-being of qualified County employees.

**Strategy 5:** Information Technology: Promote, share and coordinate information technology services, which are cost-effective, reliable, accessible, and secure, to achieve operational improvements and County business goals.

Strategy 6: Disaster Training and Emergency Preparedness/Response: Under the leadership of the County's Emergency Management Council and the Public Safety Cluster, ensure that the readiness, responsiveness and recovery of departments/operations within the Operations Cluster are addressed in the County's disaster training and emergency preparedness and response efforts.



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**GOAL 2: CHILDREN, FAMILY, AND ADULT WELL-BEING:**  
**Enhance economic and social outcomes through integrated, cost-effective and client-centered supportive services.**

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- Strategy 1: Client-Centered Integrated Services: Develop and implement client-centered approaches through integrated services and best practices.
- Strategy 2: Information Sharing: Promote information sharing and strategic planning within and between clusters, departments, and agencies to create more accessible and cost effective service delivery.
- Strategy 3: Cost Avoidance: Increase cost avoidance and improved service outcomes through improved administrative efficiency and management.
- Strategy 4: Partnerships: Strengthen partnerships with community based-organizations, foundations, and other governmental agencies to maximize effectiveness, funding sustainability and capacity building.
- Strategy 5: Maximize Resources: Maximize existing resources and program effectiveness through program evaluation and improved data management.

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**GOAL 3: COMMUNITY AND MUNICIPAL SERVICES:**  
**Enrich the lives of Los Angeles County's residents and visitors by providing access to cultural, recreational and lifelong learning facilities programs; ensure quality regional open space, recreational and public works infrastructure services for County residents; and deliver customer oriented municipal services to the County's diverse unincorporated communities.**

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Strategy 1: Cultural and Recreational Enrichment: Increase accessibility to County cultural, recreational and lifelong learning facilities and programs.

- a. Promote County programs offering opportunities for cultural, recreational and lifelong learning and expand on enhancing program opportunities between multiple County departments that share services.
- b. Develop a long-range plan so that all residents of Los Angeles County, regardless of age, have access to quality, affordable cultural, recreational and lifelong learning services.

Strategy 2: Public Works Infrastructure: Provide quality public works infrastructure and land development services to our communities.

- a. Provide a system of regional public works infrastructure and services that proactively complies with or exceeds all environmental quality regulations in the areas of storm water and urban runoff, solid waste, drinking water and wastewater, thereby improving the quality of life for all of the residents of cities and unincorporated communities.
- b. Enhance service to all customers and stakeholders in land development and building permitting functions while protecting the interests of County residents in communities where development occurs by providing prompt, accurate, and coordinated business processes and monitoring of projects.

Strategy 3: Unincorporated Area Services: Implement a business plan that enhances and sustains unincorporated area services through a collaborative partnership with the Board offices, community, County departments and other agencies.

Strategy 4: Housing Opportunities: Promote a wide range of housing opportunities to meet the needs of persons of all income levels and those with special needs.

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**GOAL 4: HEALTH AND MENTAL HEALTH:**  
**Improve health and mental health outcomes within available fiscal and other resources, by promoting proven service models and prevention principles that are population-based, client-centered and family-focused.**

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Strategy 1: Integrated Healthcare Delivery Systems: Improve regional integration and coordination of care between County directly operated programs and private providers, by improving access to specialty care, increasing coordination of services and enhancing communication across levels of care.

Strategy 2: High Risk/High Cost Populations: Develop multi-departmental integrated approaches for individuals with multiple problems to more effectively address substance abuse, mental health, health, housing and related issues, including proposals to increase or make better use of available revenue sources.

Strategy 3: Prevention/Population: Create a physical environment that is conducive to good health, by encouraging and enabling all Los Angeles County residents to make healthy choices about their diet, physical activity, and other behavior, and developing recommendations to enhance the quality of life of County residents living with physical and/or mental disabilities.

Strategy 4: Data Sharing:

- a. Framework: Establish a legal, policy, and procedural framework for sharing individually identified patient information for purposes of analysis, service planning, and coordination of care among County departments who provide services to the same individuals.
- b. Technology Exchange: Establish the information systems foundation for future electronic exchange and begin routine electronic exchange of selected health and human services data among County departments serving the same individuals.
- c. Measures: Promote collaboration between County departments by developing and implementing a comprehensive set of outcome measures that include specific benchmarks for cost-effectiveness and quality in services to County clients.

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**GOAL 5: PUBLIC SAFETY:**  
**Ensure that the committed efforts of the public safety partners continue to maintain and improve to the highest level of safety and security standards for the people of Los Angeles County.**

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- Strategy 1: Public Safety Accountability: Establish the ability for public agencies to measure and compare the outcomes of public safety programs to ensure that funding priorities generate the intended outcomes.
- Strategy 2: Disaster Planning: Evaluate and refine a coordinated countywide catastrophic disaster plan to ensure workforce and resident readiness and preparedness in the event of a large-scale emergency.
- Strategy 3: Custodial Overcrowding: Eliminate ineffective policies and inefficient procedures that lead to the systemic causes of custodial overcrowding and develop and institute countywide policies to reduce custodial overcrowding.
- Strategy 4: Communications Interoperability: Implement practices and policies to improve communications interoperability between public safety agencies and improve service delivery to the community through partnerships, legislative, and technological efforts.
- Strategy 5: Crime Prevention: Initiate and implement violence reduction initiatives to provide a safer environment for residents through collaborative efforts across County clusters and with our community partners.

**PART C - PROPOSAL FORMAT**

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**COVER LETTER .....**  
**TABLE OF CONTENTS .....**  
**FIRM INFORMATION.....**  
**WORK STATEMENTS .....**  
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**FINANCIAL STATEMENTS .....**  
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- FORM A    PROPOSER’S/BIDDER’S CERTIFICATION**
- FORM B    FIRM/ORGANIZATION INFORMATION, LAC/CBE SANCTIONS**
- FORM C    CERTIFICATION OF LOBBYIST REQUIREMENTS**
- FORM D    CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION AND  
PRINCIPAL OWNER INFORMATION**
- FORM E    CONSULTANT SERVICES CLIENT REFERENCE**
- FORM F    COUNTY OF LOS ANGELES CONTRACTOR JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION**

## **PROPOSAL FORMAT**

The objective of the proposal submission is for the CEO to ascertain the Proposer's ability to provide or exceed the required service levels. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner. Only that information which is contained in the written proposal will be evaluated.

In preparing the written proposal, the Proposer should do so in his or her own words and take care not to copy the language in the RFP. Care should also be taken to ensure that the proposal responds complete and thoroughly to all the requirements sent forth in the RFP.

Please note that proposals must be submitted in the format described below, as to both sequence and content. Failure to comply with these provisions may, in the CEO's sole discretion, result in disqualification of the proposal.

### **1. COVER LETTER**

The proposal must contain a letter no more than two pages in length transmitting the proposal. An officer of the corporation or a member of the general partnership must sign the proposal. The letter must include the following:

- The name, title, address, telephone number, fax number, an e-mail address (if available) of the person(s) authorized to make representations for the Proposers during negotiations and commit the Proposal to a contract.
- A statement that the Proposer understands and agrees that the submission of a proposal constitutes an acknowledgement and acceptance of, and willingness to fully comply with, all terms and conditions of this RFP and any addenda thereto.
- A statement confirming that the Proposer is registered to do business in California.
- The Firm's Federal Tax Identification Number.

### **2. TABLE OF CONTENTS**

The Table of Contents shall provide a comprehensive listing of the material presented in the proposal with the appropriate sequential page numbers.

### **3. FIRM INFORMATION**

This section should provide various facts regarding Proposer's firm and a discussion of the firm's employees' experience and capabilities, which Proposer believes will enable the firm to provide services as proposed in the RFP.

Proposer must provide the following information in this section:

- A. A statement as to how long the firm has been in business under the current business name. If in business under another name, indicate all prior business names. If the firm has been in existence less than three years, information

regarding the principals in the firm must be provided to substantiate their compliance with the experience requirements.

- B. A statement as to whether the firm is a public or private firm. If private, state whether a corporation, partnership, individual, or combination thereof. Also provide a listing of all principals and/or owners.
- C. A summary of relevant background information about the firm, including number of years of experience providing the required, equivalent, or related services.
- D. A specific listing of current and previous contracts for the same or similar services with the County of Los Angeles for the past three years. The information should identify each engagement, County department name, contact person and telephone number, time period of the contract, annual contract dollar amount, and a description of the services provided. If the Proposer did not have County contracts during the last three years, a statement to that effect must be included.
- E. The name of the Contract Manager and proposed alternate, as well as others who will be assigned in an administrative and support capacity to work on this project. This information will be evaluated; therefore, it is important to address all of the following items for each staff member.
  - Name and employment status (full or part time employee, temporary, permanent, or contract employee).
  - Position in firm and specific time period employed by firm (show dates of employment in month and year format).
  - Description of job duties in general and those proposed under the contract.
  - Prior relevant experience.
- F. A statement as to whether or not the firm provides a health insurance plan for its employees. If yes, provide a description of the plan and indicate if policy premiums are paid by the firm or by the employees.
- G. Appropriate details to show the firm's proven record of hiring GAIN participants and/or a statement attesting to a willingness to comply with the Consideration of GAIN Participants for Employment requirements in the Sample Contract in Part D of this RFP.
- H. A statement attesting that the firm will comply with the Insurance and/or Performance Bond requirements in the Sample Contract in Part D of this RFP.
- I. A statement attesting that the firm will comply with the Child Support Compliance Program requirements in the Sample Contract in Part D of this RFP.

- J. A statement in the proposal indicating whether or not the firm is certified as a small business by the State of California. Provide a copy of the firm's certification, if applicable.
- K. A statement covering the size and scope of any pending or threatened litigation against the firm or principals of the firm. If no litigation is pending, a statement to that effect shall be included.

#### 4. **WORK STATEMENTS**

Proposers should provide a description for each service the Proposer would perform which demonstrates that the Proposer understands the scope of the services requested in this RFP. This should include the Proposer's approach and methodology to providing the services the Proposer would perform.

#### 5. **FEE SCHEDULE**

Provide a basic hourly fee schedule for all staff proposed to provide services. A separate fee schedule should be included for each different service proposed if the staff and hourly rates are different. Also, include a fixed price for specific training and/or facilitation modules, if available.

#### 6. **FINANCIAL STATEMENTS**

Provide the firm's **most current fiscal year** financial statements (do not submit interim statements) showing the firm's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement.

#### 7. **ADDITIONAL INFORMATION**

Discuss any other factors that the firm believes are critical to providing the required services. Also, identify any other expertise your firm can provide that would be of benefit to the County.

#### 8. **EXCEPTIONS**

This part of the proposal will consist of two Sections:

##### A. Exceptions to the RFP (Parts A, B, and C only)

If an exception is taken to the RFP, the Proposer must identify the RFP reference by specific Part, Section, or Paragraph, by name and number, provide the reason for the exception, give a substitute position, and state the impact, if any, on the Proposer's price proposal should the County accept the Proposer's position. **If there are no exceptions to the RFP, a statement to that effect must be made in this Section.**

##### B. Exceptions to the Sample Contract (Part D only)



If an exception is taken to the Sample Contract (Part D), the Proposer must identify the specific Section, Paragraph, or Subparagraph by name and number, provide the reason for the exception, provide proposed replacement language, discuss why it is in the County's best interest to accept the Proposer's substitute language, and state the impact, if any, on the price proposal should the County accept the Proposer's language. **If there are no exceptions to the Sample Contract, a statement to that effect must be made in this Section.**

In each Section, the Proposer must fully and clearly explain any and all exceptions to, or deviations from, either the RFP or the Sample Contract, respectively. Any Proposer that fails to make exceptions as required herein may, at the County's sole discretion, be barred from later making those exceptions.

## 9. REQUIRED FORMS

Complete and include the following forms (copies of the forms are located at the back of Part C):

- **FORM A – Proposer's/Bidder's Certification**
- **FORM B – Firm/Organization Information, Los Angeles County/ Community Business Enterprise (LAC/CBE) Sanctions**
- **FORM C – Certification of Lobbyist Requirements**

Your signature on this form indicates that you have reviewed and understand the Los Angeles Lobbyist Ordinance No. 93-0031.

- **FORM D – Child Support Compliance Program Certification**
- **FORM E – Consultant Services Client Reference**

Submit Reference Forms for at least three clients, one being a public entity for which your firm provided(s) services to those set forth in this RFP. References may be verified at the sole discretion of the County.

- **FORM F – County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification**

This form requires your signature affirming compliance with the Jury Service Program requirements or requesting an exception to the requirements, based on two stated exceptions.

PROPOSER'S/BIDDER'S CERTIFICATION

**THE UNDERSIGNED HEREBY CERTIFIES:**

(a) That the only persons or parties interested in this bid as principals are the following:

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Note: If the Proposer/Bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.

- (b) That this Proposal/Bid is made without collusion with any other person, firm or corporation. That the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer/Bidder or competitor for the purpose of restricting competition.
- (c) That the Proposer/Bidder has carefully examined the entire solicitation document, and makes this bid in accordance therewith.
- (d) That, if this Proposal/Bid is accepted, the Proposer/Bidder will enter into a written contract for the performance of the proposed work with the County of Los Angeles.
- (e) That the Proposer/Bidder proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in this bid.

In accordance with Section 4.32.010 of the Los Angeles County Code, the undersigned hereby certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER/PROPOSER CERTIFICATION**

(Please circle)

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

FIRM/CORPORATE NAME \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_

Address: \_\_\_\_\_

Employer ID No. \_\_\_\_\_

**LOS ANGELES COUNTY/COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) SANCTIONS**

1. A person or business shall not:
  - a. 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, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
  
2. Any person or business that violates paragraph one (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in, any county contract or project for a period of three years.
  
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension

I acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

FIRM NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

KR/INFOFORM:REV. 2/95

## CERTIFICATION OF LOBBYIST REQUIREMENTS

(County Ordinance No. 96-0045)

Los Angeles County Lobbyist Ordinance No. 96-0045 became effective October 11, 1996 and requires each person who applies for a County contract, license, permit, grant or franchise to certify that he is familiar with the requirements of the Ordinance. All persons acting on behalf of the applicant must also certify that they have complied and will continue to comply with the requirements of this Ordinance through the application process.

Please submit this certification form with your application for a County contract, license, permit, grant or franchise.

I hereby certify that I am familiar with the requirements of Ordinance No. 96-0045. I further understand that the making of such a certification, and compliance with this Ordinance, is required before the granting of the requested contract, license, permit, grant or franchise.

Applicant's Signature \_\_\_\_\_

Applicant's Name \_\_\_\_\_  
(please print)

Date \_\_\_\_\_

PERMIT or LICENSE NUMBER(s) \_\_\_\_\_

The following applies to lobbyist, lobby firms, and lobbyist employers:

LOBBYIST NAME: \_\_\_\_\_

LOBBYIST ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

**IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.**

I, (print name as shown in bid or proposal) \_\_\_\_\_, hereby submit this certification to the (County department) \_\_\_\_\_, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) \_\_\_\_\_, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) \_\_\_\_\_

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_

(Month and Year)

at: \_\_\_\_\_

(City/State)

(Telephone No.)

by: \_\_\_\_\_

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

**PRINCIPAL OWNER INFORMATION FORM**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: \_\_\_\_\_

Contractor or Associated Member Name, if Contractor is an Association: \_\_\_\_\_

Contractor or Associated Member Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

County Department Receiving Bid or Proposal: \_\_\_\_\_

Type of Goods or Services To Be Provided: \_\_\_\_\_

Contract or Purchase Order No. (if applicable): \_\_\_\_\_

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I.  No natural person owns an interest of 10 percent or more in this Contractor.
- II.  Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From Contractor	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

**CONSULTANT SERVICES  
CLIENT REFERENCE FORM  
(Submit at least three references)**

Proposer Firm:	
NAME OF COMPANY TO PROVIDE REFERENCE	PHONE
ADDRESS	FAX
CONTACT PERSON	TITLE
PHONE NUMBER	
PERIOD OF SERVICE	

**Types of Services Provided:** (Indicate types of services proposer provided to the above reference, scope of project, and time frames given in which to complete the work. References should clearly relate to the services Proposer would provide in response to this RFP.)

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**ADDITIONAL COMMENTS:**

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:



MASTER AGREEMENT  
COUNTY OF LOS ANGELES



MASTER AGREEMENT FOR  
STRATEGIC PLANNING AND  
RELATED SERVICES

**BETWEEN**

THE COUNTY OF LOS ANGELES  
AND

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**MASTER AGREEMENT FOR  
STRATEGIC PLANNING AND RELATED SERVICES**

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**MASTER AGREEMENT  
FOR  
STRATEGIC PLANNING AND RELATED SERVICES**

This Master Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010,

BY AND BETWEEN  
  
AND

COUNTY OF LOS ANGELES, hereinafter  
referred to as "COUNTY"

\_\_\_\_\_ hereinafter  
referred to as "CONTRACTOR" for

STRATEGIC PLANNING, CUSTOMER SERVICE  
AND PERFORMANCE MEASUREMENT,  
hereinafter referred to as "Services."

Whereas, COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a CONTRACTOR to provide strategic planning and related services to assist individual COUNTY departments in designing and implementing strategic planning projects; and

Whereas, CONTRACTOR, has experience and training in his or her specialized field and has submitted a proposal to the COUNTY for provision of such Services, and CONTRACTOR has been selected for recommendation for award of such Master Agreement; and

Whereas, the Chief Executive Office (CEO) on behalf of COUNTY shall administer said Master Agreement.

Now therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

**1. APPLICABLE DOCUMENTS**

- A. Exhibits A, B, C and D as set forth below, are attached to and form a part of this Master Agreement.
  
- B. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or content of a deliverable product between the Master Agreement and Exhibits, or between Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement, and then to the Exhibits according to the following priority:

Exhibit A - Scope of Services

Exhibit B - Fee Schedule

Exhibit C - Employee Acknowledgement and Confidentiality Agreement

Exhibit D – Safely Surrender Baby Fact Sheet

- C. This Master Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties that supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Master Agreement.

## 2. PROJECT RESPONSIBILITY – COUNTY/CONTRACTOR

### A. PROJECT RESPONSIBILITY - COUNTY

COUNTY'S **Master Agreement Program Administrator** is:

Kary L. Golden  
Chief Executive Office/Office of Strategic Initiatives  
750 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Phone: (213) 974-1319  
Email: [awilliams@ceo.lacounty.gov](mailto:awilliams@ceo.lacounty.gov)

The Master Agreement Program Administrator is an employee of the CEO and shall be responsible for ensuring that the objectives of this Master Agreement are met and determining CONTRACTOR'S compliance with the Master Agreement.

COUNTY'S Master Agreement Program Administrator, or his/her designee, shall interface with the Contract Manager representing CONTRACTOR and is authorized to make changes in the terms and conditions of this Master Agreement, only in accordance with Section 3, "Changes and Amendments," herein. COUNTY'S Master Agreement Program Administrator shall provide overall direction for the Services.

COUNTY'S **Project Director**:

Each COUNTY department shall name a COUNTY Project Director who shall be responsible for each project for their respective County department and be named in the Request for Service. The Project Director, or his/her designee, shall be the approving authority for individual Request for Service solicitations in their respective County departments.

The Project Director shall also be responsible for:

- 1) Monitoring and reporting CONTRACTOR'S performance and progress on the project.
- 2) Reviewing and approving project tasks, deliverables, services, and invoices.
- 3) Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

B. PROJECT RESPONSIBILITY - CONTRACTOR

CONTRACTOR'S **Contract Manager** is:

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The CONTRACTOR'S Contract Manager shall be a full-time employee of CONTRACTOR, and shall be responsible for CONTRACTOR'S day-to-day activities related to this Master Agreement. CONTRACTOR'S Contract Manager shall be available on a daily basis during the business hours of 8:00 a.m. to 5:00 p.m. for telephone contact and to meet with COUNTY personnel regarding the operation of the Master Agreement.

CONTRACTOR shall inform COUNTY in writing of the name of any alternate Contract Manager or designee within five (5) business days of choosing the same. COUNTY shall have the sole right to approve the assignment or replacement of any Contract Manager or alternate.

CONTRACTOR'S **Project Manager**:

The CONTRACTOR shall name a Project Manager for each project. The Project Manager shall be responsible for the CONTRACTOR'S day-to-day activities related to Purchase Orders issued under this Master Agreement.

**3. CHANGES AND AMENDMENTS**

CONTRACTOR and the COUNTY may mutually agree to change any portion of the work required under this Master Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- A. For any changes that affect CONTRACTOR'S Service requirements, as set forth in Exhibit A, "Scope of Services," COUNTY shall prepare a Change Notice which shall be signed by CONTRACTOR'S Contract Manager and the COUNTY'S Master Agreement Program Administrator.
- B. For any change which affects any other term or condition included in this Master Agreement, a negotiated modification shall be prepared therefore, executed by CONTRACTOR, and thereafter by COUNTY'S CEO.

**4. CONTRACTOR'S SERVICES**

- A. CONTRACTOR is hereby required to render and provide Services in the manner and form described in the body of this Master Agreement and as set forth in Exhibit A, "Scope of Services," attached hereto, and as may be amended from time to time in accordance with Section 3, "Changes and Amendments."

- B. CONTRACTOR agrees that the performance of work and Services pursuant to the requirements of this Master Agreement shall conform to high professional standards as exist in CONTRACTOR'S profession or field of practice.
- C. CONTRACTOR agrees that should work be performed outside the Scope of Services without the prior written approval of the COUNTY in accordance with Section 3, "Changes and Amendments," of this Master Agreement, such work shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claims, therefore, against COUNTY.

## **5. TERM**

- A. The term of this Master Agreement shall be effective as of the date entered on Page 1 of this Agreement through April 7, 2016.
- B. In the event COUNTY desires to renew this Master Agreement, COUNTY shall provide CONTRACTOR with a written notice of intent to renew the Master Agreement sixty (60) calendar days prior to the expiration of the term of this Master Agreement. The exercise of the renewal option shall be set forth in a written modification, as provided in Section 3, "Changes and Amendments," prior to the expiration of the term of this Master Agreement.
- C. By reasons or acts beyond the control of COUNTY, this Master Agreement may be terminated by COUNTY without liability for damages whenever COUNTY is prevented by operation of laws, acts of God, or by the official action of local, State, or Federal authorities from complying with the provisions of this Master Agreement.
- D. COUNTY may terminate Services performed under this Master Agreement by delivery to CONTRACTOR of a thirty (30) calendar day advance Notice of Termination, in accordance with Section 32 "Notices," specifying the date upon which such termination becomes effective.

## **6. INVOICING AND PAYMENT**

CONTRACTOR shall bill COUNTY at the hourly rates or the maximum daily rates, as set forth in Exhibit B, attached hereto, for all Services performed in accordance with the terms of the "Scope of Services," attached as Exhibit A. All invoices under this Master Agreement shall be submitted for approval and payment to the COUNTY department contracting with Master Agreement firm for projects/services. CONTRACTOR shall invoice COUNTY department for work performed at the rates and subject to maximum payment limitations as set forth in each Purchase Order. CONTRACTOR shall be paid for only those tasks, deliverables, services and other work authorized in the Purchase Order.

## **7. ASSIGNMENT BY CONTRACTOR**

- A. CONTRACTOR shall not assign its rights or delegate its duties under the Master Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Master Agreement shall be deductible, at

COUNTY'S sole discretion, against the claims which CONTRACTOR may have against COUNTY.

- B. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Master Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any 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, shall be a material breach of the Master Agreement which may result in the termination of the Master Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR."

## **8. COVENANT AGAINST CONTINGENT FEES**

- A. CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.
- B. For breach or violation of this warranty, COUNTY shall have the right to terminate this Master Agreement in accordance with Section 27, "Events of Default," and/or, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **9. CONFLICT OF INTEREST**

- A. CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of this Master Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein, has or shall have any direct or indirect financial interest in this Master Agreement.
- B. CONTRACTOR further represents and warrants that CONTRACTOR, its agents, and employees will not engage in any activity or enterprise that gives rise to an actual or apparent conflict of interest with CONTRACTOR'S duties under this Master Agreement.

## **10. INDEPENDENT CONTRACTOR STATUS**

This Master Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all CONTRACTOR personnel furnishing Services to COUNTY



pursuant to this Master Agreement are, for purposes of workers' compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with Services provided to COUNTY pursuant to this Master Agreement.

CONTRACTOR represents and warrants to COUNTY, and COUNTY relies on such representation and warranty, that CONTRACTOR has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Master Agreement. COUNTY and CONTRACTOR understand and agree that CONTRACTOR is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Master Agreement.

## **11. SUBCONTRACTING**

- A. No performance of this Master Agreement or any portion thereof shall be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of Services under this Master Agreement without COUNTY'S prior written consent shall be null and void and shall constitute a breach of this Master Agreement. In the event of such a breach, this Master Agreement may be terminated forthwith.
- B. In the event COUNTY consents to subcontracting, each and all of the provisions of this Master Agreement and any modifications thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- C. In the event that COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts the following provision: "This Master Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."
- D. CONTRACTOR'S request to COUNTY for approval to enter into a subcontract shall include:
  - 1) A description of the Services to be provided by the subcontractor.
  - 2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
  - 3) Any other information or certifications requested by COUNTY.
- E. Any third party delegate(s) appointed by CONTRACTOR shall be specified in writing to COUNTY for advance concurrence.

- F. All subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under this Master Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowability of any cost under this Master Agreement.
- G. CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and COUNTY shall have no liability or responsibility with respect thereto.
- H. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for CONTRACTOR'S own employees.

## **12. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- A. CONTRACTOR shall maintain books, records, documents and other evidence in accordance with generally accepted accounting principles, procedures and practices to support all claims for payment made by CONTRACTOR to COUNTY. CONTRACTOR agrees that COUNTY personnel, or any other authorized state and federal agency personnel or any duly authorized representative thereof (hereinafter collectively referred to as "COUNTY") shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent account file, transaction record, activity record, time card, or other records relating to this Master Agreement during normal business hours. Such material, including but not limited to all pertinent cost, accounting, financial, bank, and tax records and ledgers, and proprietary data, shall be retained by CONTRACTOR for a period of five (5) years after the term of this Master Agreement unless COUNTY'S written permission is given to dispose of such material prior to the end of such period.
- B. COUNTY hereby retains the right to conduct, during normal business hours, an audit and re-audit of the records indicated in Paragraph A, above, and business conducted by CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of CONTRACTOR'S invoices for Services provided can be confirmed. In the event COUNTY exercises this Paragraph 12, COUNTY shall provide CONTRACTOR with at least twenty-four (24) hours written notice. COUNTY reserves the right to require CONTRACTOR to provide additional reports and record-keeping processes as COUNTY deems is reasonable in order to verify CONTRACTOR'S provision of Services and invoices for same. All information obtained in connection with COUNTY'S inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.

- C. If at any time, during the term of this Master Agreement or at any time after the expiration or termination of this Master Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the Services provided to COUNTY hereunder and if such audit finds that COUNTY'S dollar liability for such Services is less than payment made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference (including an amount equal to the effective Federal funds rate times the amount of the difference, divided by 360, calculated and compounded for each day the actual liability was incorrect), at COUNTY'S discretion, shall be either: (i) repaid forthwith by CONTRACTOR to COUNTY by cash payment within five (5) business days of notification of such liability by COUNTY, or (ii) at COUNTY'S option, credited against any future payments hereunder to CONTRACTOR. If such audit finds that COUNTY'S dollar liability for Services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid by COUNTY.

### **13. DISCLOSURE OF INFORMATION**

- A. CONTRACTOR shall not disclose any details in connection with this Master Agreement to any party except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its Services and related clients to sustain itself, COUNTY shall not prohibit CONTRACTOR from publicizing its role under this Master Agreement with the following conditions:
- 1) CONTRACTOR shall develop all publicity material in a professional manner.
  - 2) During the course of performance of this Master Agreement, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld.
  - 3) CONTRACTOR may, without prior written permission of COUNTY, indicate in its bids, proposals, and sales materials that it has been awarded a contract to provide Services, provided, however, that the requirements of this provision shall apply.
- B. Confidentiality
- 1) CONTRACTOR shall maintain the confidentiality of all records obtained from COUNTY under this Master Agreement and for a period of five (5) years after the term of this Master Agreement in accordance with all applicable state, federal, or local laws, ordinances, regulations and directives relating to confidentiality.
  - 2) CONTRACTOR shall inform all of its officers and employees providing Services hereunder of the confidentiality provisions of this Master Agreement. CONTRACTOR shall cause each employee performing Services covered by this Master Agreement to sign and adhere to Exhibit C, "Employee Acknowledgement and Confidentiality Agreement."

#### **14. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. 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.
- B. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- C. The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- I. These terms shall also apply to [subcontractors/subconsultants] of COUNTY'S Contractors.

## **15. COMPLIANCE WITH LAWS**

- A. CONTRACTOR shall conform to and abide by all applicable municipal, County, State and Federal laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Master Agreement are incorporated by this reference.
- B. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation by CONTRACTOR, its employees, agents or subcontractors of such laws, rules, regulations or ordinances and directives.

## **16. COMPLIANCE WITH WAGE AND HOUR LAWS**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for Services performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

## **17. COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability be subjected to discrimination under the privileges and use granted by this Master Agreement or under any project, program or activity supported by this Master Agreement.

## **18. NON-DISCRIMINATION IN EMPLOYMENT**

- A. CONTRACTOR certifies and agrees that all persons employed by CONTRACTOR, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, political affiliation, marital status, sex, sexual orientation, age, or disability, in compliance with all applicable federal, state and county non-discrimination laws and regulations.
- B. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, sexual orientation, age, or disability. Such action shall include, but is not limited to the following: 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.
- C. CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, sexual orientation, age, or disability.
- D. CONTRACTOR shall allow COUNTY representatives access to employment records during regular business hours in order to verify compliance with the provisions of this Section 18 when so requested by COUNTY.
- E. If COUNTY finds that any of these provisions has been violated, such violation shall constitute a material breach upon which COUNTY may terminate or suspend this Master Agreement. While COUNTY retains the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated state or federal anti-discrimination laws or regulations shall also constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Master Agreement.
- F. In the event CONTRACTOR violates the anti-discrimination provisions of this Master Agreement, COUNTY shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Master Agreement.

## **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

- A. CONTRACTOR warrants that it fully complies with all statutes and regulations regarding employment eligibility of aliens and others, that all persons performing Services under this Master Agreement are eligible for employment in the United States. For breach or violation of this warranty COUNTY shall have the right to terminate this Master Agreement in accordance with Section 27, "Events of Default."
- B. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.
- C. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers and employees from any employer sanctions and other liability that may be assessed against COUNTY or CONTRACTOR in connection with any violations of federal statutes or regulations pertaining to the employment of aliens performing Services hereunder.

**20. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff after the effective date of this Master Agreement.

**21. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet CONTRACTOR'S minimum qualifications for the open position. COUNTY will refer GAIN participants by job category to CONTRACTOR.

**22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD 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).

**23. CONTRACTOR'S 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.

**24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**25. LOBBYIST**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Master Agreement.

**26. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

COUNTY'S obligation is payable only and solely from the funds appropriated for the purpose of this Master Agreement. All funds for payment after June 30 of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal year periods are dependent upon such similar action. In the event the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payment, then the affected Services may be 1) terminated in their entirety as of June 30 of the then current fiscal year, or 2) reduced in accordance with available funding as deemed necessary by COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.



## 27. EVENTS OF DEFAULT

COUNTY shall be sole judge as to satisfactory performance and may terminate this Master Agreement for default, pursuant to Section 28, "Termination For Default," in the event of the occurrence of any of the following (hereinafter "Events of Default"):

A. Default for Non-Performance:

In the event CONTRACTOR fails to perform any of the provisions of this Master Agreement, or so fails to make such progress as to endanger performance of this Master Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) business days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

B. Default for Insolvency:

COUNTY may terminate this Master Agreement for default for insolvency in the event of the occurrence of any of the following:

- 1) Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether or not insolvent within the meaning of the Federal Bankruptcy Law. Should such a situation occur, CONTRACTOR shall immediately give notice thereof, including all relevant information, as set forth herein, with respect thereto, to COUNTY;
- 2) The filing of a voluntary petition in bankruptcy, or involuntary bankruptcy proceedings are commenced against CONTRACTOR, and relief from the automatic stay in bankruptcy is obtained by COUNTY;
- 3) The appointment of a Receiver or Trustee for CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) calendar day's of appointment; or
- 4) The execution by CONTRACTOR of an assignment for the benefit of creditors.

C. Default for Breach of Warranty or Contract Provisions:

CONTRACTOR breaches or violates the warranties set forth in Section 8, "Covenant Against Contingent Fees," Section 9, "Conflict of Interest," Section 11, "Subcontracting," and Section 19, "Employment Eligibility Verification."

D. Default for Discrimination in Employment:

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

E. Default for Transfer of Majority Interest:

Transfer of the majority controlling interest of CONTRACTOR to persons other than those who are in control at the time of the execution of this Master Agreement without approval thereof by COUNTY.

**28. TERMINATION FOR DEFAULT**

- A. Upon the occurrence of any one or more of the Section 27, "Events of Default," heretofore described, this Master Agreement shall be subject to termination. As a condition precedent thereto, COUNTY shall give CONTRACTOR a ten (10)-calendar day Notice of Termination by registered or certified mail or personal service, of the date set for termination thereof and the grounds for termination.
- B. In the event COUNTY terminates this Master Agreement in whole or in part as provided in this Section 28, COUNTY may procure, in its sole discretion and upon such terms and in such manner as COUNTY may deem appropriate, Services similar to those previously provided by CONTRACTOR. Any excess costs in connection with those replacement Services, as determined by COUNTY, arising there from over and above the contract sum shall be charged against CONTRACTOR and/or its sureties.
- C. Action by COUNTY to effect a termination and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein by law to remedy a breach of this Master Agreement.
- D. The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.
- E. In the event that, following service of the Notice of Termination of this Master Agreement under the provisions of this Section 28 it is determined for any reason that CONTRACTOR was not in default under the provisions of Section 27, "Events of Default," or CONTRACTOR has, to the satisfaction of COUNTY, cured any default, COUNTY shall issue, within five (5) business days, a rescission of Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

**29. TERMINATION FOR IMPROPER CONSIDERATION**

- A. COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by 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 CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
- B. CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

**30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 22 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Section 28, "TERMINATION FOR DEFAULT" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 22, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by CONTRACTOR under this Master Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Master Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Master Agreement pursuant to Section 28, "Termination for Default."

**31. 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 Section 23 "Contractor's Warranty of Compliance to COUNTY's Defaulted Property Tax Program" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

**32. NOTICES**

- A. Any notice desired or required to be given under the terms of this Master Agreement or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, sub-station or mail chute, or other like facility regularly maintained by the United States Postal Service.
- B. Service by mail shall be deemed complete upon deposit in the above-mentioned manner. Any notice made hereunder shall also be transmitted via authenticating facsimile machine (hereinafter referred to as "FAX") to the appropriate party at the FAX number set forth herein. Documents transmitted via FAX that are received on weekends or holidays or after 5:00 p.m. on a business day, shall be deemed received at 8:00 a.m. the following business day.
- C. The name, title and address to be used for any given notice served by mail upon CONTRACTOR shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other person as may hereinafter be designated in writing to COUNTY by CONTRACTOR.

D. Any notice served by mail upon COUNTY shall be addressed to:

Kary L. Golden, Master Agreement Program Administrator  
Chief Executive Office/Office of Strategic Initiatives  
750 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

or such other person as may hereinafter be designated in writing to CONTRACTOR by COUNTY.

E. Either party may change the party who is designated to receive notices pursuant to this Section 32, by giving written notice of the change to the other party.

F. In the event of noncompliance, suspension, default, or termination of this Master Agreement, notice may also be given upon personal delivery, to any person whose actual knowledge of such noncompliance, suspension, default, or cancellation would be sufficient notice to CONTRACTOR. Actual knowledge of such non-compliance suspension, default or cancellation by an individual CONTRACTOR or by a co-partner, if the CONTRACTOR is a partnership, or by the president, vice-president, secretary, or general manager, if the CONTRACTOR is a corporation, or by the managing agent regularly in charge of the Services on behalf of CONTRACTOR, shall in any case be sufficient notice.

**33. NOTICE OF DELAYS**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, immediately, but not later than one (1) business day, telephone the appropriate other party personnel to give notice thereof, including all relevant information with respect thereto, to the other party. Such telephone notification shall be followed up in writing within one (1) business day.

## **34. INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents (collectively COUNTY) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims for lawsuits for damages or workers' compensation benefits relating to CONTRACTOR'S operations or its Services, which result from bodily injury, death, personal injury, or property damage (including damage to CONTRACTOR'S property). CONTRACTOR shall not be obligated to indemnify for liability and expense arising from the active negligence of COUNTY.

## **35. GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 35 and 36 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.

### **35.1 Evidence of Coverage and Notice to COUNTY**

A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Chief Executive Office  
750 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Attention of: Kary L. Golden, Master Agreement Program Administrator

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

35.2 Additional Insured Status and Scope of Coverage

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

35.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

35.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

35.5 Insurer Financial Ratings

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

35.6 Contractor's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this

Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

35.7 Waivers of Subrogation

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

35.8 Contractor Insurance Coverage Requirements

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

35.9 Deductibles and Self-Insured Retentions (SIRs)

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

35.10 Claims Made Coverage

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

35.11 Application of Excess Liability Coverage:

CONTRACTOR's 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.

35.12 Separation of Insureds

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

35.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and

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

35.14 COUNTY Review and Approval of Insurance Requirements

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

**36. INSURANCE COVERAGE REQUIREMENTS**

36.1 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

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

36.3 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

**37. INTERPRETATION**

A. This Master Agreement shall be interpreted according to the rules that govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the State Civil Code, commencing with Section 1635.

B. The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.



### **38. GOVERNING LAW AND VENUE**

This Master Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought by either party on this Master Agreement shall be brought in the Los Angeles County Superior Court.

### **39. VALIDITY**

The invalidity, unenforceability or illegality of any provision of this Master Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

### **40. WAIVER**

No waiver of a breach of any provision of this Master Agreement shall constitute a waiver of any other breach of said provision or of any other provision of this Master Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing and signed by the party granting the waiver.

### **41. CONTRACT ENFORCEMENT**

- A. The COUNTY shall be responsible for the enforcement of this Master Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. COUNTY hereby reserves the right to:
- 1) Assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review CONTRACTOR'S performance of, and compliance with, all contractual Services, duties, obligation, responsibilities, administrative procedures and staffing as set forth in this Master Agreement, and,
  - 2) Require CONTRACTOR to provide such written documentation and/or regular reports, as COUNTY deems necessary, to verify and review CONTRACTOR'S performance under this Master Agreement.
- B. CONTRACTOR hereby agrees to cooperate with COUNTY and any appropriate State or Federal representative, in the review and monitoring of CONTRACTOR'S Services, records and procedures at any reasonable time.
- C. At the request of COUNTY, CONTRACTOR'S representatives shall attend meetings and/or training sessions, as determined by COUNTY, for the purpose(s) of orientation, information sharing, Contract revision, and/or description of COUNTY policies and procedural standards.
- D. In the event COUNTY commences legal proceedings for the enforcement of this Master Agreement, CONTRACTOR does hereby agree to pay any sum which may be awarded to COUNTY by the Court for attorney's fees and costs incurred in the action brought thereon.
- E. COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR'S performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **42. AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the signatory to this Master Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Master Agreement have been accomplished.

#### **43. COUNTY POLICY REGARDING RECYCLED PAPER**

Consistent with the COUNTY Board of Supervisors' policy to reduce the amount of solid waste disposal at the COUNTY landfills, the CONTRACTOR agrees to use recycled paper to the maximum extent possible on the Services.

#### **44. JURY SERVICE PROGRAM REQUIREMENT**

This Master Agreement 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.

##### Written Employee Jury Service Policy

- A. Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of the CONTRACTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined

by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

#### **45. SAFELY SURRENDER BABY LAW**

This Master Agreement is subject to the provisions of the California Safely Surrender Baby Law.

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE 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 "Safely Surrendered Baby Law" poster 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. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

#### **46. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

(Applicable only if CONTRACTOR is a COUNTY-certified Local Small Business Enterprise and receives a contract award as a result of this preference program.)

##### **A. Compliance with the County's Local Small Business Enterprise Preference Program**

This Master Agreement is subject to the provisions of the COUNTY'S ordinance entitled Local Business Enterprise Preference Program as codified in Chapter 2.204 of the Los Angeles County Code.

CONTRACTOR shall 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 Local Small Business Enterprise.

CONTRACTOR shall 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 Local Small Business Enterprise.

##### **B. Sanctions and Penalties**

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise 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 shall:

- 1) 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;
- 2) In addition to the amount described in subdivision 1, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
- 3) Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment.)

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result of a change of status and CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

#### **47. TERMINATION FOR CONVENIENCE OF THE COUNTY**

- A. Performance of services under this Master Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.
- B. If, during the term of this Master Agreement, COUNTY funds appropriated for the purpose of this Master Agreement are reduced or eliminated, COUNTY may immediately terminate this Master Agreement upon written notice to CONTRACTOR.
- C. After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - 1) Immediately stop services under this Master Agreement on the date and to the extent specified in the Notice of Termination.
  - 2) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- D. After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- E. In the event it is determined by COUNTY that CONTRACTOR has been overcompensated, COUNTY shall notify CONTRACTOR of the overcompensation, and CONTRACTOR must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.
- F. COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Master Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

- G. Upon termination of this Master Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Master Agreement.
- H. Upon termination of this Master Agreement, CONTRACTOR shall comply with the provisions of Section 12, Records Retention and Inspection, herein above.

**IN WITNESS WHEREOF**, the County of Los Angeles has caused this contract to be executed by the Chief Executive Officer and approved by County Counsel, and CONTRACTOR has executed the same through its authorized officer, to be effective the day, month and year first written above. The person signing on behalf of CONTRACTOR warrants that he/she is authorized to fully bind CONTRACTOR to the terms and conditions stated herein.

**CONTRACTOR**

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

William T Fujioka  
Chief Executive Officer

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**Scope of Services**

To assist in developing, supporting and managing efforts by COUNTY departments to develop strategic plans, performance measurement and management approaches and/or customer service programs, and related efforts, within CONTRACTOR'S range of expertise. Contractor shall perform services under this Agreement only after they have been directed to do so by a written Project Terms Agreement that is signed by the COUNTY.

CONTRACTOR'S prior expertise is set forth in Attachment A -1 to this Exhibit A.



FEE SCHEDULE

STAFF	HOURLY RATE

**Total maximum fee amounts for a particular project shall be set forth in each departmental Project Terms Agreement.**

<b>EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT</b>
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PROJECT NAME: \_\_\_\_\_

CONTRACTOR/EMPLOYER NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

**GENERAL INFORMATION**

Your employer has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this form.

**EMPLOYEE ACKNOWLEDGEMENT**

**I UNDERSTAND AND AGREE** that the contractor referenced above is my sole employer for purposes of this employment. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf.

**I UNDERSTAND AND AGREE** that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between my employer and the County.

**CONFIDENTIALITY AGREEMENT**

You may be involved with work pertaining to services provided by the County of Los Angeles and if so, you may have access to confidential data pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data in its possession, especially data concerning health, criminal and welfare recipient records.

If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data. Consequently, you must sign this agreement as a condition of your work to be provided by your employer for the County. Please read this agreement and take due time to consider it prior to signing.

**I HEREBY AGREE** that I will not divulge to any unauthorized person data obtained while performing work pursuant to the above referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of information received by me to my immediate supervisor.

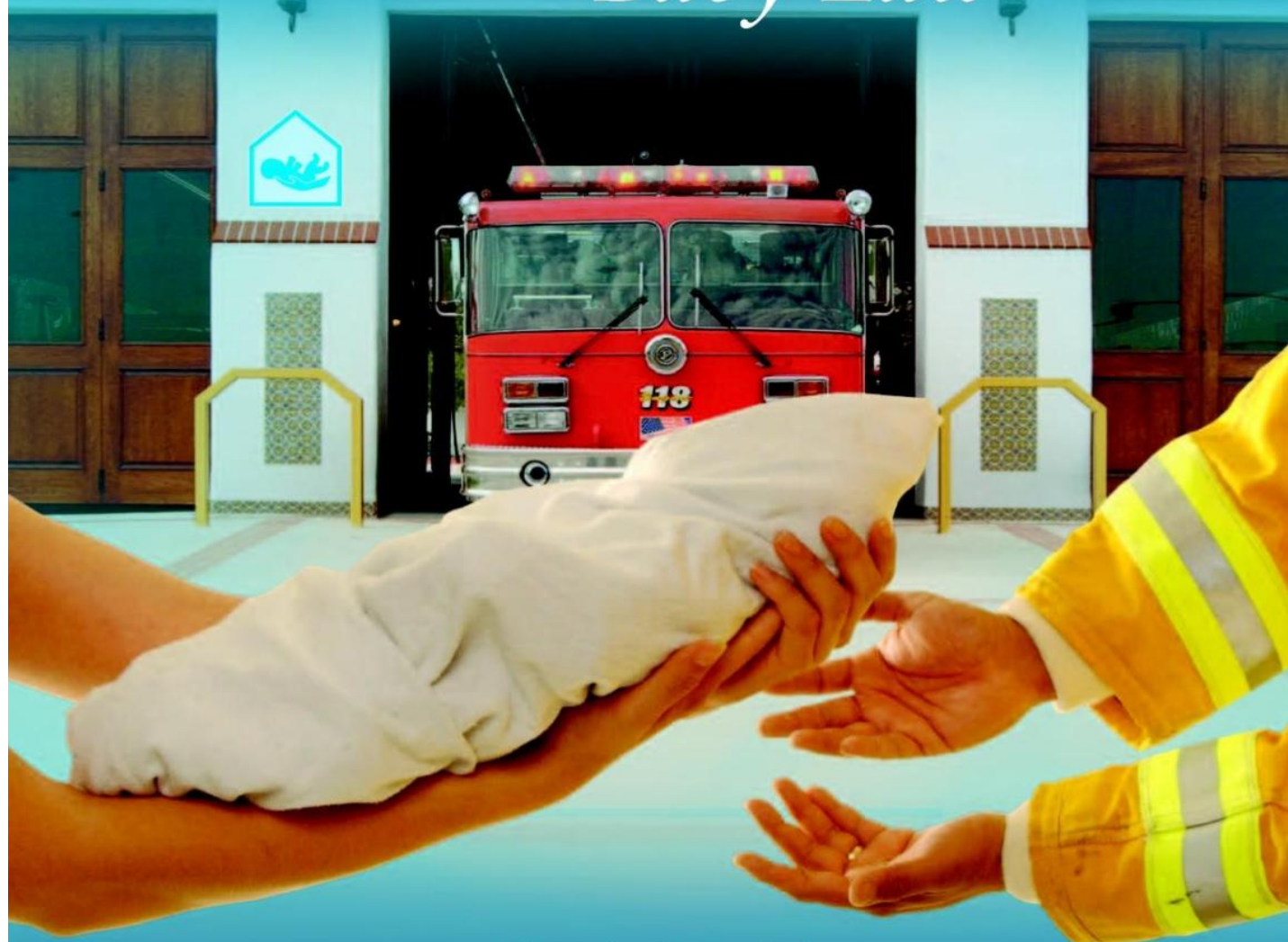
**I AGREE** to keep confidential all data pertaining to persons and/or entities receiving services from the County, programs, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me pursuant to the contract between my employer and the County of Los Angeles. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by the County vendors is provided to me during this employment, I shall keep said information confidential.

**I AGREE** to report any and all violations of the above agreement by myself, and/or by any other person to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Treasurer and Tax Collector. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or presently assigned work order, or termination of my employment with my employer, whichever occurs first.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

# *Safely* Surrendered *Baby Law*



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

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law



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

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

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

