



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

May 06, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACTS
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING SERVICE
AGREEMENTS FOR COUNTY DEPARTMENTS AND THE LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Public Works and the Los Angeles County Development Authority are seeking Board approval to execute consultant service agreements with The Gordian Group, Inc., and Facility Optimization Solutions, LLC, to create a bench of consultants that will provide Job Order Contract Systems and related consulting services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended action is not a project pursuant to the California Environmental Quality Act.
2. Award and authorize the Director of Public Works or his designee to execute a consultant service agreement with The Gordian Group, Inc., and a consultant service agreement with Facility Optimization Solutions, LLC, to provide a Job Order Contract System and related consulting services for the 5-year initial terms at a fixed rate of 2.1 percent of the dollar amount of each Job Order

Contract project work order, following successful completion of Phase 1. The consultant service agreements will commence upon execution by Public Works with two optional 1-year renewal periods for maximum potential agreement terms of 7 years if all option years are exercised. These consultant service agreements will be subject to the additional extension provisions.

3. Authorize the Director of Public Works or his designee to terminate Public Works' current agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., upon completion of Phase 1.

4. Authorize the Director of Public Works or his designee to transfer work orders on projects issued under the previous consultant agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., until project completion.

5. Delegate authority to the Director of Public Works or his designee to extend the consultant service agreements for two optional 1-year renewal periods, if in the opinion of the Director of Public Works or his designee, The Gordian Group, Inc., and Facility Optimization Solutions, LLC, have successfully performed during the previous contract periods and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the consultant service agreements for convenience if it is in the best interest of the County to do so.

6. Delegate authority to the Director of Public Works or his designee to authorize additional services to extend the agreements' expiration dates for both consultants on the Job Order Contract consulting services bench, as necessary, to complete those additional services when those additional services are: (1) previously unforeseen or are optional work under the agreements, (2) related to a previously assigned work order on a given project or assignment, or (3) are necessary for the completion of that given project or assignment; to execute amendments to the agreements to incorporate new Board policies and requirements; and to incorporate changes that may be required by law or contract with review and approval of all amendments as to form by County Counsel.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

1. Find that the recommended action is not a project pursuant to the California Environmental Quality Act.

2. Award and authorize the Executive Director of the Los Angeles County Development Authority or his designee to execute a consultant service agreement with The Gordian Group, Inc., and a consultant service agreement with Facility Optimization Solutions, LLC, to provide a Job Order Contract System and related consulting services for the 5-year initial term at a fixed rate of 2.1 percent of the dollar amount of each Job Order Contract project work order, following successful completion of Phase 1. The consultant service agreements will commence upon execution by the Los Angeles County Development Authority with two optional 1-year renewal periods for maximum potential agreement terms of 7 years if all option years are exercised. These consultant service agreements will be subject to the additional extension provisions.

3. Authorize the Executive Director of the Los Angeles County Development Authority or his designee to terminate the Los Angeles County Development Authority's current agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., upon completion of Phase 1.

4. Authorize the Executive Director of the Los Angeles County Development Authority or his designee to transfer work orders on projects issued under the previous consultant agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., until project completion.

5. Delegate authority to the Executive Director of the Los Angeles County Development Authority or his designee to extend the consultant service agreements for two optional 1-year renewal periods, if in the opinion of the Executive Director or his designee, The Gordian Group, Inc., and Facility Optimization Solutions, LLC, have successfully performed during the previous contract periods and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the consultant service agreements for convenience if it is in the best interest of the Los Angeles County Development Authority to do so.

6. Delegate authority to the Executive Director of the Los Angeles County Development Authority or his designee to authorize additional services to extend the agreements' expiration dates for both consultants on the Job Order Contract consulting services bench, as necessary, to complete those additional services when those additional services are: (1) previously unforeseen or are optional work under the agreements, (2) related to a previously assigned work order on a given project or assignment, or (3) are necessary for the completion of that given project or assignment; to execute amendments to the agreements to incorporate new Board policies and requirements; and to incorporate changes that may be required by law or contract with review and approval of all amendments as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award four consultant service agreements to provide a Job Order Contract (JOC) System and related consulting services. Both The Gordian Group, Inc. (Gordian) and Facility Optimization Solutions' (FOS) (FOS' solution is through Cannon) are currently in use by the County and the Los Angeles County Development Authority (LACDA) as their JOC solution and for their JOC Programs.

JOC is a competitively bid, flexible, and cost-effective unit price contracting method used by contracting entities to efficiently deliver a wide variety of projects, including repair, remodeling, refurbishing, and maintenance of facilities and infrastructures without expensive plans and specifications. The management and implementation of the JOC Program is enhanced through the use of specialized consultant services, which includes, conducting market research, to determine local prevailing costs for construction, equipment, materials, and labor for vertical construction, horizontal construction, general work, and demolition; preparing and updating detailed unit price books that include unit prices and technical specifications; maintaining project controls and estimating software; and providing technical support, as needed.

The award of agreements to Gordian and FOS will create a bench of consultants for the implementation and continuation of the County's and LACDA's JOC Programs and for related JOC consulting services while maximizing competition and helping to create a competitive market for JOC systems and consulting services to be used Countywide in the future. Four agreements will be awarded, two to Gordian and two to FOS, for use by the County and LACDA. The award of these agreements does not guarantee any minimum amount of JOC work or business for these services to any consultant.

The consultants will provide a JOC software system and technical support, existing construction cost data, and existing systems that will be configured further to meet the County's and LACDA's business and technical requirements. Public Works, as the lead County Department, will provide guidance for configuring and implementing a JOC system that meets the performance requirements specified in the contracts. Given that these are existing solutions in use by the County and LACDA, Phase 1 is expected to be brief. After final acceptance of Phase 1, the term for Phase 2 work will be initiated for total contract terms of 5 years with two optional 1-year renewal periods. Access for the contracting entities is provided pursuant to a software as a service (SaaS) license by Gordian and FOS. There is no cost for Gordian and FOS to provide Phase 1 implementation work, given the County and LACDA are already using the existing systems and the services are included in the overall 2.1 percent fixed rate.

With respect to the fixed rate of 2.1 percent for the first 5 years, the County secured this low rate comparable to other public agencies with recent contracts from Gordian, with similar volumes of construction work. The same rate of 2.1 percent will be applicable to the two optional 1-year renewal periods, if exercised by the County. FOS also agreed to provide the same 2.1 percent rate as Gordian did for the life of the contract.

Approval of the recommended actions will authorize Public Works and LACDA to issue a notice to proceed with Gordian and FOS, for Phase 1 work, and following a brief period to confirm final acceptance for Phase 1 work.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections, Strategy i, Engagement, by investing in our communities and creating public spaces and programs that are welcoming, accessible, and where all residents can easily build relationships, create social networks, feel connected and can access opportunities.

FISCAL IMPACT/FINANCING

The consultant service agreements with Gordian and FOS are for a fixed rate of 2.1 percent of the dollar amount of each JOC project work order for the 5-year initial terms, following successful completion of Phase 1. During the two optional 1-year renewal periods, if exercised by the County, the same rate of 2.1 percent will apply.

These agreements will be financed through the appropriate funds for capital, refurbishment, maintenance, and infrastructure projects prior to authorizing the work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contracts as to form, which are substantially similar to the enclosed draft agreements (Enclosures 1 and 2). The consultant service agreements were competitively procured and contain required terms and conditions in compliance with the Board's and Chief Executive Office's requirements. The agreements also contain information technology (IT) provisions; carry service level requirements for all JOC Systems; and have appropriate user or subscription licenses, data ownership provisions, and standard indemnity and insurance requirements required by the County. For LACDA agreements, depending on the source of funding, the agreements will require compliance with Section 3 of the Housing and Community Development Act of 1968. Finally, all agreements were revised to include recent new Board policy provisions for

Compliance with the County Policy of Equity, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, and Compliance with Fair Chance Employment Practices.

Where services for a given project have been authorized in writing by the County but are not completed by the contractors prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such work order for the applicable JOC.

The consultants were selected following a competitive solicitation upon final analysis and consideration without regard to race, creed, gender, or color. Enclosure 3 reflects the consultants' minority participation and Community Business Enterprise program information.

In compliance with Board Policy 6.020, Chief Information Office (CIO) Board Letter Approval, CIO has reviewed the IT components of this request and recommends approval. The CIO determined this recommended action does not include any IT items or services that would necessitate a formal written CIO analysis.

The current contracts with Gordian and Cannon/Parkin Inc., have a final expiration date of May 17, 2025, and February 21, 2026, respectively; however, the contracts will expire upon completion of Phase 1. The award of these contracts will continue the current services by the recommended contractors.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.34(a)(3), this action is exempt from the National Environmental Policy Act (NEPA) because it involves administrative actions of government. JOC construction activities are generally categorically excluded from NEPA pursuant to 24 CFR 58.35 (a)(3)(i), (ii), and (iii). NEPA review and clearance will be completed for each JOC project prior to approval of specific work orders.

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to provide JOC consulting services to assist Public Works, other County departments, and LACDA in administering its JOC Program is an administrative activity of government, which will not result in direct or indirect changes to the environment.

The Board's approval of the JOC Systems does not include approval of work done pursuant to specific work orders. The implementation of each work order under the JOCs shall be subject to prior determination and documentation that the work is categorically exempt from CEQA. In the event the work is not exempt, the Board will be requested to approve the appropriate environmental finding and any applicable documentation pursuant to CEQA prior to implementation of work orders under the JOCs.

CONTRACTING PROCESS

On March 7, 2024, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure 4), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, The

Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,637 Local Small Business Enterprises, 168 Disabled Veteran Business Enterprises, 173 Social Enterprises, 885 Community Business Enterprises, 1,375 Community-Based Organizations, 34 independent contractors, various business development centers, and municipalities about this business opportunity. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 219 related businesses about this opportunity.

On May 20, 2024, two proposals were received. The proposals and oral presentations were evaluated by an evaluation committee consisting of staff from Public Works, the Department of Parks and Recreation, Internal Services Department, and LACDA. The evaluation was based on criteria described in the RFP, which included the price, technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the work requirements.

The evaluations were completed without regard to race, creed, color, or gender and in accordance with the informed averaging methodology. Based on the evaluation of the proposals, the following firms were selected for negotiations: Gordian and FOS. The selected firms were determined to meet the minimum requirements of the RFP and are qualified to provide the required services. Public Works has determined that Gordian and FOS proposed rates for performing the services are reasonable.

Public Works has evaluated and determined that the County of Los Angeles Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These consultant service agreements are exempt from the requirements of Proposition A because the services are highly technical in nature.

The consultant's minority participation and utilization and the Community Business Enterprises participation data is included in Enclosure 3.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended JOC consultant service agreements. The JOC consultant service agreements will provide JOC consulting services to assist County departments and LACDA in administering their JOC Programs to support various County projects in an efficient manner, enhancing the delivery of contracting entities projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division, and one copy to the Los Angeles County Development Authority.

Respectfully submitted,

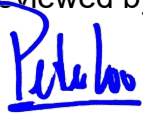


MARK PESTRELLA, PE
Director



EMILIO SALAS
Executive Director
Los Angeles County Development Authority

Reviewed by:



PETER LOO
Chief Information Officer

MP:SK:ao

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Contracts Division w/o enc.)
Parks and Recreation
Los Angeles County Development Authority

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2025
("Effective Date"),

BY AND BETWEEN

THE COUNTY OF LOS ANGELES, a political
subdivision of the State of California, hereinafter
referred to as "Contracting Entity" or "County",

AND

FACILITY OPTIMIZATION SOLUTIONS, LLC,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means County. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

- Exhibit A.1 - Functional and Technical Requirements
- Exhibit A.2 - Minimum System Requirements
- Exhibit A.3 - Acceptance Certificate
- Exhibit A.4 - Contract Discrepancy Report
- Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices
Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for CDC and the Housing Authority
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

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

ENCLOSURE 1

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Supplemental Professional Services or Optional Work may be required at Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost-of-Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75 percent of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

- i. Consultant will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care").

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day-to-day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by the County, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).
- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not

completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

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

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

11. Compliance with Applicable Law

In the performance of this Agreement, and subject to the Standard of Care, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) 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 an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.

- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

No Contracting Entity employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder will in any way participate in the Contracting Entity's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Contracting Entity's approval or ongoing evaluation of such work.

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

16. Consideration of Hiring Contracting Entity Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Consultant will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under the Agreement who is in a designated sensitive position, as determined by the Contracting Entity in Contracting Entity's sole discretion, may undergo and pass a background investigation to the satisfaction of Contracting Entity as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regarding less if the member of Contractor's staff passes or fails the background investigation.

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

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

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity Contracts for a specified period of time, which generally will not exceed five (5) 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Contracting Entity 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 Contracting Entity.

- 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 (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

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

21. Contractor's Warranty of Adherence to Contracting Entity's Child Support Compliance Program

Contractor acknowledges that Contracting Entity has established a goal of ensuring that all individuals who benefit financially from Contracting Entity through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon Contracting Entity 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 Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

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

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant will obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

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

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight

embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").

- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-section, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

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

30. Independent Consultant Status

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

The Consultant will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The Contracting Entity will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to Contracting Entity pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of Contracting Entity.

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

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- c. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- d. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

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

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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

35. Non Exclusivity

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

36. Notice of Delays

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

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

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

39. Notice to Employees Regarding the Safely Surrendered Baby Law

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

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

Any notice required or desired to be given pursuant to this Agreement will be given in writing and addressed as follows:

CONTRACTING ENTITY

Department of Public Works
Business Relations and Contracts Division
Contract Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4056

CONSULTANT

Facility Optimization Solutions, LLC
50 Fountain Plaza, Suite 200
Buffalo, NY 14202
(716) 316-5664

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

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

- b. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights,

trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.

- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

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

45. Publicity

- a. The Consultant will not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the Contracting Entity will not inhibit the Consultant from publishing its role under this Agreement within the following conditions:
 - i. The Consultant will develop all publicity material in a professional manner; and

- ii. During the Term of this Agreement, the Consultant will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Contracting Entity without the prior written consent of the Contracting Entity's Project Director. The Contracting Entity will not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of Contracting Entity, indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

- a. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant will file a copy of such audit report with the Contracting Entity's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Contracting Entity will make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Section will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement.
- c. If, at any time during the Term of this Agreement or within five (5) years after the

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

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity's request.
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the Contracting Entity.
- c. The Consultant shall indemnify and hold the Contracting Entity harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to

subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.

- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- f. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4069

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment will be prepared and executed by the Consultant and by Director.
- b. The Contracting Entity's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The Contracting Entity reserves the right to add and/or change such provisions as required by the Contracting Entity's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement will be prepared, presented to Consultant for review and executed by the Consultant and by the Director.
- c. The Contracting Entity, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Consultant agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by Contracting Entity unless the Term extension is applied automatically in accordance with Section 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Section, will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
- Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.
- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity for such similar goods and services, but only to the extent agreed to by the Parties or if Consultant has been found negligent by a court of competent jurisdiction. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- d. If, after the Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant was not in default under the provisions of this Section, or that the default was

excusable under the provisions of Section, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.

- e. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

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

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

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

55. Termination for Insolvency

- a. The Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. Termination for Non-Adherence of County Lobbyist Ordinance

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

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

59. 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 Agreement will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the Contracting Entity will have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

The Consultant acknowledges that the Contracting Entity takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Consultant further acknowledges that the Contracting Entity strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its subcontractors to uphold the Contracting Entity's

expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

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

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

The Consultant will submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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

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

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

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the

RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Each party to this Agreement agrees to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, and the Anti-Trafficking provisions of the Federal Acquisition Regulations. Each party to this Agreement shall comply with its respective Code of Conduct ("Policy"). Further, each party shall use Consultant's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of the services, including any potential violation of the FCPA, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878

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

CONTRACTING ENTITY:
COUNTY OF LOS ANGELES

CONSULTANT:
FACILITY OPTIMIZATION SOLUTIONS, LLC

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2025
("Effective Date"),

BY AND BETWEEN

THE COUNTY OF LOS ANGELES, a political
subdivision of the State of California, hereinafter
referred to as "Contracting Entity" or "County",

AND

THE GORDIAN GROUP, INC.,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means County. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software, and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

Exhibit A.4 - Contract Discrepancy Report

Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices

Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright

Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and

Copyright Assignment Agreement

Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for CDC and the Housing Authority
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

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

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format

satisfactory to Director.

- b. Supplemental Professional Services or Optional Work may be required at Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost-of-Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

Contracting Entity will make available drawings, specifications, and other records as

available in Contracting Entity Department of Public Works' file. Notwithstanding the foregoing, Contracting Entity does not represent the accuracy of the content of said materials.

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day-to-day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by the County, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).
- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

- a. Consultant will not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of Contracting Entity, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this section, Contracting Entity consent will require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by Contracting Entity to any approved delegate or assignee on any claim under the Agreement will be deductible, at Contracting Entity's sole discretion, against the claims which Consultant may have against Contracting Entity.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer,

ENCLOSURE 1

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

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

9. Authorization Warranty

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

10. Budget Reductions

In the event that the Contracting Entity's Board of Supervisors adopts, in any fiscal year, a Contracting Entity Budget which provides for reductions in the salaries and benefits paid to the majority of Contracting Entity employees and imposes similar reductions with respect to Contracting Entity Contracts, the Contracting Entity reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement will also be reduced correspondingly. The Contracting Entity's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant will continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

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

12. Compliance with Civil Rights Laws

ENCLOSURE 1

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

13. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

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

ENCLOSURE 1

exception to the Program. In either event, Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

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

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

No Contracting Entity employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder will in any way participate in the Contracting Entity's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Contracting Entity's approval or ongoing evaluation of such work.

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written

disclosure of such facts to the Contracting Entity. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section will be a material breach of this Agreement.

16. Consideration of Hiring Contracting Entity Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Consultant will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees, or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under the Agreement who is in a designated sensitive position, as determined by the Contracting Entity in Contracting Entity's sole discretion, may undergo and pass a background investigation to the satisfaction of Contracting Entity as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless less if the member of Contractor's staff passes or fails the background investigation.

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If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the Contracting Entity's policy to conduct business only with responsible Contractors. 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 Contracting Entity's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Contracting Entity 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 Contracting Entity.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

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

21. Contractor's Warranty of Adherence to Contracting Entity's Child Support Compliance Program

Contractor acknowledges that Contracting Entity has established a goal of ensuring that all individuals who benefit financially from Contracting Entity through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon Contracting Entity 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 Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

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

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant will obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

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

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subsection, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

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

30. Independent Consultant Status

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

The Consultant will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The Contracting Entity will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local

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taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to Contracting Entity pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of Contracting Entity.

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

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant,

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will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- c. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- d. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

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

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

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

36. Notice of Delays

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

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

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

39. Notice to Employees Regarding the Safely Surrendered Baby Law

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

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

Any notice required or desired to be given pursuant to this Agreement will be given in writing and addressed as follows:

CONTRACTING ENTITY

Department of Public Works
Business Relations and Contracts Division
Contract Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4056

CONSULTANT

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
(800) 874-2291

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five (5) years subsequent to the Term of this Agreement, Contracting Entity will have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.

- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by

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Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary," as well as any proprietary materials subject to Contractor's JOC System License. The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant will not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the Contracting Entity will not inhibit the Consultant from publishing its role under this Agreement within the following conditions:
 - i. The Consultant will develop all publicity material in a professional manner; and
 - ii. During the Term of this Agreement, the Consultant will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Contracting Entity without the prior written consent of the Contracting Entity's Project Director. The Contracting Entity will not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of Contracting Entity,

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indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

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

otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity's request.
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the Contracting Entity.
- c. The Consultant is responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees, and will require its Subcontractor(s) to defend, indemnify and hold harmless the Contracting Entity, and to carry appropriate levels of insurance with Contracting Entity being named as an additional insured.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.
- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and

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successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.

- f. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4069

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment will be prepared and executed by the Consultant and by Director.
- b. The Contracting Entity's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The Contracting Entity reserves the right to add and/or change such provisions as required by the Contracting Entity's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement will be prepared and executed by the Consultant and by the Director.
- c. The Contracting Entity, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Consultant agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by Contracting Entity unless the Term extension is applied automatically in accordance with Section 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Section, will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement pursuant to

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Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this

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Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.

- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity, as determined by the Contracting Entity, for such similar goods and services. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- d. If, after the Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant was not in default under the provisions of this Section, or that the default was excusable under the provisions of Section, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- e. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

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

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

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

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

55. Termination for Insolvency

- a. The Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. Termination for Non-Adherence of County Lobbyist Ordinance

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

57. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County will not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors

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

58. Time Off for Voting

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

59. 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 Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

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

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

The Consultant acknowledges that the Contracting Entity takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Consultant further acknowledges that the Contracting Entity strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its subcontractors to uphold the Contracting Entity's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

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

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

The Consultant will submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific

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legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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

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

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

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

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

CONTRACTING ENTITY:
COUNTY OF LOS ANGELES

CONSULTANT:
THE GORDIAN GROUP, INC.

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2025
("Effective Date"),

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY, hereinafter referred to as
"Contracting Entity" or "LACDA",

AND

FACILITY OPTIMIZATION SOLUTIONS, LLC,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means County. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

Exhibit A.4 - Contract Discrepancy Report

Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices

Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for CDC and the Housing Authority
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

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

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Supplemental Professional Services or Optional Work may be required at Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost-of-Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75 percent of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

- i. Consultant will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care").

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day-to-day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by the County, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).

- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

In the event that the Contracting Entity's Board of Supervisors adopts, in any fiscal year, a Contracting Entity Budget which provides for reductions in the salaries and benefits paid to the majority of Contracting Entity employees and imposes similar reductions with respect to Contracting Entity Contracts, the Contracting Entity reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement will also be reduced correspondingly. The Contracting Entity's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant will continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

In the performance of this Agreement, and subject to the Standard of Care, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) 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 an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures relating to confidentiality, including, without limitation, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

No Contracting Entity employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder will in any way participate in the Contracting Entity's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Contracting Entity's approval or ongoing evaluation of such work.

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

16. Consideration of Hiring Contracting Entity Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Consultant will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the

purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under the Agreement who is in a designated sensitive position, as determined by the Contracting Entity in Contracting Entity's sole discretion, may undergo and pass a background investigation to the satisfaction of Contracting Entity as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regarding less if the member of Contractor's staff passes or fails the background investigation.

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the Contracting Entity's policy to conduct business only with responsible Contractors. 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 Contracting Entity's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity Contracts for a specified period of time, which generally will not exceed five (5) 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Contracting Entity 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 Contracting Entity.
- 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 (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

The Consultant acknowledges that the Contracting Entity places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Contracting Entity's policy to encourage all Contracting Entity Consultants to voluntarily post the Contracting Entity's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the

Subcontractor's place of business. The Contracting Entity's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

21. Contractor's Warranty of Adherence to Contracting Entity's Child Support Compliance Program

Contractor acknowledges that Contracting Entity has established a goal of ensuring that all individuals who benefit financially from Contracting Entity through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon Contracting Entity 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 Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the Consultant by any means it deems appropriate including, but not limited to, set-off,

action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant will obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

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

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-section, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

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

30. Independent Consultant Status

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

The Consultant will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The Contracting Entity will have no liability or responsibility for the payment of any

salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to Contracting Entity pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of Contracting Entity.

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

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs

incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- c. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- d. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

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

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

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

36. Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party will, within one (1) business day, give notice

thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

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

39. Notice to Employees Regarding the Safely Surrendered Baby Law

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

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

Any notice required or desired to be given pursuant to this Agreement will be given in writing and addressed as follows:

CONTRACTING ENTITY

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

CONSULTANT

Facility Optimization Solutions, LLC
50 Fountain Plaza, Suite 200
Buffalo, NY 14202
(716) 316-5664

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

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

- b. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement.

Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.

- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

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

45. Publicity

- a. The Consultant will not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the Contracting Entity will not inhibit the Consultant from publishing its role under this Agreement within the following conditions:
 - i. The Consultant will develop all publicity material in a professional manner; and

- ii. During the Term of this Agreement, the Consultant will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Contracting Entity without the prior written consent of the Contracting Entity's Project Director. The Contracting Entity will not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of Contracting Entity, indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

- a. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant will file a copy of such audit report with the Contracting Entity's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Contracting Entity will make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Section will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement.
- c. If, at any time during the Term of this Agreement or within five (5) years after the

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

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity's request.
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the Contracting Entity.
- c. The Consultant shall indemnify and hold the Contracting Entity harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to

subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.

- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- f. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment will be prepared and executed by the Consultant and by Director.
- b. The Contracting Entity's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The Contracting Entity reserves the right to add and/or change such provisions as required by the Contracting Entity's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement will be prepared, presented to Consultant for review and executed by the Consultant and by the Director.
- c. The Contracting Entity, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Consultant agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by Contracting Entity unless the Term extension is applied automatically in accordance with Section 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Section, will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
- Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.
- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity for such similar goods and services, but only to the extent agreed to by the Parties or if Consultant has been found negligent by a court of competent jurisdiction. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- d. If, after the Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant was not in default under the provisions of this Section, or that the default was

excusable under the provisions of Section, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.

- e. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

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

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

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

55. Termination for Insolvency

- a. The Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. Termination for Non-Adherence of County Lobbyist Ordinance

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

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

59. 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 Agreement will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the Contracting Entity will have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

The Consultant acknowledges that the Contracting Entity takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Consultant further acknowledges that the Contracting Entity strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its subcontractors to uphold the Contracting Entity's

expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

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

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

The Consultant will submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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

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

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

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the

RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Each party to this Agreement agrees to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, and the Anti-Trafficking provisions of the Federal Acquisition Regulations. Each party to this Agreement shall comply with its respective Code of Conduct ("Policy"). Further, each party shall use Consultant's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of the services, including any potential violation of the FCPA, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878

ENCLOSURE 2

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

CONTRACTING ENTITY:
LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

CONSULTANT:
FACILITY OPTIMIZATION SOLUTIONS, LLC.

By _____
Executive Director

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2025
("Effective Date"),

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY, hereinafter referred to as
"Contracting Entity" or "LACDA",

AND

THE GORDIAN GROUP, INC.,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means the Los Angeles County Development Authority. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software, and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

Exhibit A.4 - Contract Discrepancy Report

Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices

Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright

Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for LACDA
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

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

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). Invoices shall be accompanied by an analysis of work

completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

- b. Supplemental Professional Services or Optional Work may be required at Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost-of-Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day-to-day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by LACDA, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).
- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

against Contracting Entity.

- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of Contracting Entity in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Contracting Entity's express prior written approval, will be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

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

10. Budget Reductions

In the event that the Contracting Entity's Board of Supervisors adopts, in any fiscal year, a Contracting Entity Budget which provides for reductions in the salaries and benefits paid to the majority of Contracting Entity employees and imposes similar reductions with respect to Contracting Entity Contracts, the Contracting Entity reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement will also be reduced correspondingly. The Contracting Entity's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant will continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

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

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to LACDA's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) 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 an Agreement with LACDA or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if:
 - 1) the lesser number is a recognized industry standard as determined by LACDA, 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 LACDA under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will

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 will immediately implement a written policy consistent with the Jury Service Program. LACDA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LACDA's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

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

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

No Contracting Entity employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder will in any way participate in the Contracting Entity's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Contracting Entity's approval or ongoing evaluation of such work.

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of

interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section will be a material breach of this Agreement.

16. Consideration of Hiring Contracting Entity Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Consultant will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under the Agreement who is in a designated sensitive position, as determined by the Contracting Entity in Contracting Entity's sole discretion, may undergo and pass a background investigation to the satisfaction of Contracting Entity as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless less if the member of Contractor's staff passes or fails the background investigation.

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the Contracting Entity's policy to conduct business only with responsible Contractors. 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 Contracting Entity's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Contracting Entity 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 Contracting Entity.
- 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 (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

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

21. Contractor's Warranty of Adherence to Contracting Entity's Child Support Compliance Program

Contractor acknowledges that Contracting Entity has established a goal of ensuring that all individuals who benefit financially from Contracting Entity through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon Contracting Entity 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 Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

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

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant will obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

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

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subsection, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

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

30. Independent Consultant Status

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

The Consultant will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The Contracting Entity will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on

behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to Contracting Entity pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of Contracting Entity.

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

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant,

will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- c. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- d. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

LACDA maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether LACDA will exercise an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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

35. Non Exclusivity

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

36. Notice of Delays

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

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

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

39. Notice to Employees Regarding the Safely Surrendered Baby Law

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

The Consultant acknowledges that LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is LACDA's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

Any notice required or desired to be given pursuant to this Agreement will be given in writing and addressed as follows:

CONTRACTING ENTITY

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

CONSULTANT

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
(800) 874-2291

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five (5) years subsequent to the Term of this Agreement, Contracting Entity will have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.

- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will

be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary," as well as any proprietary materials subject to Contractor's JOC System License. The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant will not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the Contracting Entity will not inhibit the Consultant from publishing its role under this Agreement within the following conditions:
 - i. The Consultant will develop all publicity material in a professional manner; and
 - ii. During the Term of this Agreement, the Consultant will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Contracting Entity without the prior written consent of the Contracting Entity's Project Director. The Contracting Entity will not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of Contracting Entity,

indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

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

otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity's request.
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the Contracting Entity.
- c. The Consultant is responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees, and will require its Subcontractor(s) to defend, indemnify and hold harmless the Contracting Entity, and to carry appropriate levels of insurance with Contracting Entity being named as an additional insured.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.

- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- h. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment will be prepared and executed by the Consultant and by Director.
- b. The Contracting Entity's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The Contracting Entity reserves the right to add and/or change such provisions as required by the Contracting Entity's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement will be prepared and executed by the Consultant and by the Director.
- c. The Contracting Entity, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Consultant agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by Contracting Entity unless the Term extension is applied automatically in accordance with Section 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Section, will constitute default under this Agreement. Without limiting the rights and remedies available to LACDA under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be

grounds upon which LACDA may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.

- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity, as determined by the Contracting Entity, for such similar goods and services. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- d. If, after the Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant was not in default under the provisions of this Section, or that the default was excusable under the provisions of Section, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- e. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

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

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

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

55. Termination for Insolvency

- a. The Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. Termination for Non-Adherence of County Lobbyist Ordinance

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

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

59. 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 LACDA 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 Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the Contracting Entity will have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

The Consultant acknowledges that the Contracting Entity takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Consultant further acknowledges that the Contracting Entity strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its subcontractors to uphold the Contracting Entity's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

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

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

The Consultant will submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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

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

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

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for LACDA

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

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

ENCLOSURE 2

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

CONTRACTING ENTITY:
LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

CONSULTANT:
THE GORDIAN GROUP, INC.

By _____
Executive Director

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING SERVICES**

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
The Gordian Group, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Facility Optimization Solutions, LLC.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING SERVICES**

FIRM INFORMATION*		The Gordian Group, Inc.	Facility Optimization Solutions, LLC
BUSINESS STRUCTURE		Corporation*	Corporation*
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0	4/7%
	Hispanic/Latino	0	4/7%
	Asian or Pacific Islander	0	1/1.75%
	Native American	0	48/84.25%
	Subcontinent Asian	0	0/100%
	White	0	0/100%
	<i>Female (included above)</i>	0	4/7%
COUNTY CERTIFICATION			
CBE		N	N
LSBE		N	N
OTHER CERTIFYING AGENCY			

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



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+ Solicitation Detail

Solicitation Number:	BRC0000473		
Title:	RFP - Job Order Contract (JOC) System and Related Consulting Services (BRC0000437)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	PROGRAMMING SERVICES, COMPUTER		



Description:

lacounty.gov

PLEASE TAKE NOTICE that the County of Los Angeles Department of Public Works (Public Works) is requesting proposals from qualified firms to provide to the County of Los Angeles (County) and the Los Angeles County Development Authority (LACDA) a software solution (hereinafter JOC System or System) as further defined in the Sample Consultant Services Agreement included as Attachment 1, for the Job Order Contract (JOC) System and Related Consulting Services (BRC0000437). This Request for Proposals (RFP) is a qualifications and cost based solicitation. County and LACDA, each referred to in the Sample Consultant Services Agreement as Contracting Entity, anticipate awarding separate agreements based on the results of this RFP. The Contracting Entity intends to award and execute two agreements for the subject work with the two highest-rated, apparent responsive and responsible proposers. The anticipated agreements have been designed to have a potential maximum agreement term of 7 years, consisting of an initial 5-year term and potential additional two 1-year option renewals. The total annual agreement amount will initially include implementation fees, if any, and thereafter be percentage-based solely on the number of Notices to Proceed issued during the life of the agreement.

The RFP with agreement specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts> or may be requested from Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov or Mr. Benjamin Sandoval at (626) 458-7334 or bsandoval@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration

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

Please note, some of the work requested under the resultant Agreement may be Federally Funded, and



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various Federal requirements will apply. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Agreement as a contractor or subcontractor. Contractors and/or subcontractor(s) listed on the governmental exclusions in the System for Award Management are not eligible to receive federally funded work under this Agreement See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The System for Award Management exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

1. The Prime Consultant must have an existing Software-as-a-Service (SaaS) JOC System that has been used by a governmental entity with a yearly JOC program of \$10 million or more, for three (3) years in the last five (5) years.
2. The Prime Consultant must have an existing job order unit price or cost book that was used for three (3) years by any governmental entity in the last five (5) years.
3. The Prime Consultant must have had at least five (5) JOCs for any governmental entity(ies) in the last three (3) years, with the total of the five (5) JOCs totaling \$2 million or more of actual JOC work issued through its JOC System.
4. The Prime Consultant provided on-site support services for its JOC System for the five (5) Job Order Contracts identified in #3 above.

A mandatory proposers' conference will be held on Tuesday, March 26, 2024, at 10:00 a.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract



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terms. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. A link to sign-in and join the meeting can be found at the following website:

(/LACOBids)
<http://pw.lacounty.gov/general/contracts/opportunities>

The deadline to submit proposals is Thursday, April 18, 2024, at 5:30 p.m. Please direct your questions to Mr. Flores or Mr. Sandoval.

See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Guide is included as Attachment 9 for reference. There is a nominal service fee to use BidExpress.


Please note, each file upload in BidExpress is limited to 10 MB per file up to 50 files for a total of 500



MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If a proposer submits a proposal through BidExpress, the proposer should not send hard copies, compact disk, or any other materials to the County via mail.

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Open Day:	3/7/2024	Close Date:	4/18/2024 5:30:00 PM
Contact Name:	Jairo Flores	Contact Phone:	(626) 458-4069
Contact Email:	jflores@pw.lacounty.gov		
Last Changed On:	3/7/2024 11:10:13 AM		
Attachment File (1):	 Click here to download attachment files.		

Update (/LACoBids/Admin/UpdateBid/NzQ0OA%3d%3dMzcyNDU3)



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