

EXECUTIVE OFFICE



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

EDWARD YEN
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS**

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November 18, 2025

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

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF CONSULTING AND PROFESSIONAL
SERVICES MASTER AGREEMENTS AND WORK ORDERS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute Consulting and Professional Services Master Agreements (CAPSMA) and Work Orders with qualified vendors to provide as-needed consulting and professional services for the Los Angeles County Board of Supervisors (Board) Executive Office (EO) using the Board-approved Request for Qualifications (RFQ) and Request for Services (RFS) solicitation process adopted on September 2, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Officer of the Board of Supervisors, or designee, to execute a CAPSMA, substantially similar to Exhibit I, with qualified vendor(s) for the services outlined in Attachment A, effective upon execution, for a term expiring no later than five (5) years from date of your approval, with an option to extend the term for up to two (2) additional one-year periods, for the provision of as needed consulting and professional services for the EO, subject to approval as to form by County Counsel.
2. Delegate authority to the Executive Officer, or designee, to execute additional CAPSMAs with qualified vendors who have been identified through the RFQ/RFS solicitation process, effective upon execution, through the initial term of the CAPSMA, and any subsequent term extension periods, subject to approval as to form by County Counsel.

3. Delegate authority to Executive Officer, or designee, to execute amendments to the CAPSMA to: (i) exercise the two (2) one-year optional extensions; (ii) add, delete, and/or change certain terms and conditions as required under federal or State law or regulation, County policy, the Board, and/or Chief Executive Office (CEO); (iii) extend the CAPSMA term beyond the expiration date when a Work Order project goes beyond the CAPSMA expiration date; and (iv) effectuate name changes or assignment and delegations should the original contracting entity merge, be acquired, or otherwise have a change in entity, with all amendments subject to prior review and approval by County Counsel.
4. Delegate authority to the Executive Officer, or designee, to execute the Work Orders for the services listed in Attachment A.
5. Delegate authority to the Executive Officer or designee, to: (i) execute Work Orders and amendments to Work Orders; (ii) incorporate necessary changes within the Statement of Work/Scope of Potential Work, budget and the Work Order Sum that will support the administration and/or completion of projects, subject to availability of budgeted funds, and subject to prior review and approval by County Counsel; and (iii) extend the term of Work Orders in the event additional time is required to complete a project.
6. Delegate authority to the Executive Officer or designee, to suspend and/or terminate CAPSMAs and/or Work Orders in accordance with the termination provisions in the CAPSMA, subject to prior review and approval by County Counsel.
7. Delegate authority to the Executive Officer, or designee, to amend the CAPSMA to add, delete or otherwise change provisions in the CAPSMA based on the nature of the services being solicited, where such actions are in the best interest of the County, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Given the diverse responsibilities entrusted to the EO, there was a critical need to implement a more efficient and expedited process for acquiring essential services to effectively support the County and its residents. On September 2, 2025, the Board authorized the EO to adopt a streamlined solicitation process for consulting and professional services by utilizing the Request for Qualifications (RFQ) and Request for Services (RFS) that ultimately will result in a CAPSMA for qualified contractors. This streamlined contracting process will expand access for a greater number of contractors by simplifying the application procedures, thereby reducing barriers that may have previously discouraged participation. As a result, the County will benefit from a more diverse and competitive pool of qualified candidates for service engagements.

Currently, the EO is in the process of developing CAPSMA solicitations for the services listed in Attachment A.

Recommendations

Approval of the first recommendation will allow the Executive Officer, or designee, to execute CAPSMA for services outlined in Attachment A, for a term expiring no later than five years from the date of your approval, with an option to extend the term for up to two additional one-year periods for the provision of as-needed consulting and professional services for the EO.

Approval of the second recommendation will allow the Executive Officer, or designee, to execute additional CAPSMA's with qualified vendors selected through a solicitation process, effective upon execution, through the remaining initial term of the CAPSMA and any subsequent extension periods, subject to approval as to form by County Counsel.

Approval of recommendations three through seven will allow the Executive Officer, or designee, to execute Work Orders and make expedited changes to the CAPSMA and/or Work Orders, as necessary.

For the EO to meet their strategic priorities, including high priority projects related to the Board's strategic goals and initiatives, they will need timely access to appropriate experts and consultants for the diverse projects anticipated in the upcoming years. The CAPSMA will provide the EO control over the content of their agreements and Work Orders, provide maximum flexibility and nimbleness in soliciting for professional and consulting services, in order to build a pool of pre-qualified contractors for future projects, while utilizing a competitive selection process as the need arises.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations align with the Countywide Strategic Plan, **North Star 3: Realize Tomorrow's Government Today**, by promoting innovation, transparency, fiscal responsibility, and responsiveness to evolving community needs.

FISCAL IMPACT/FINANCING

The services listed in Attachment A are estimated to cost \$1.5 million. Funding is included in the EO's Fiscal Year 2025-26 Final Adopted budget and will be requested in the annual budget process, as necessary.

Expenditures under the CAPSMA Work Orders will vary from year to year based on the needs of the EO and subject to having adequate funding in the EO's operating budget prior to requesting services under the CAPSMA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the CAPSMA are highly technical and specialized and cannot be provided by County staff. Further, these services are only needed on an intermittent basis or as needed. Therefore, the CAPSMA is exempt from Proposition A (Los Angeles County Code Chapter 2.121) and not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201). Amendments that materially change the scope, term, provisions, or provide an increase in funding will be reviewed and approved by County Counsel prior to execution. The CAPSMA includes all Board of Supervisors' required provisions. The CAPSMA may be terminated for convenience by the County upon 10 days' written notice. Qualified Contractors will not be asked to perform services which exceed the amounts, scope of work, and dates specified in each individual Work Order, as amended if applicable.

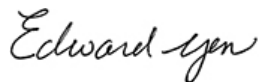
CONTRACTING PROCESS

The CAPSMA process for awarding Work Orders provides flexibility and expediency while also building a pool of pre-qualified vendors. It gives smaller vendors and non-profits accessibility by offering a two-tier system providing options for these vendors to meet the County's fiscal requirements. This approach balances accessibility with risk management. The qualified vendors who are not selected for a Work Order and qualify for a CAPSMA will still be awarded a CAPSMA and may be eligible for future competitive solicitations.

IMPACT ON CURRENT SERVICES OR PROJECTS

Approval of the recommendations will enable the EO to meet its strategic priorities and increase efficiency in contracting for various as-needed consulting and professional services.

Respectfully submitted,



Edward Yen
Executive Officer, Board of Supervisors

EY:SH:ZS:sp

Enclosures

The Honorable Board of Supervisors
November 18, 2025
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c: Chief Executive Officer
County Counsel

CAPSMA SERVICES

I. CAPSMA for Policy and Research Services

The Chief Sustainability Office occasionally requires Policy and Research Services to support the achievement of OurCounty goals. These services involve data analysis and research to guide sustainability policies across various areas such as air quality, climate, energy, equity, housing, transportation, and more. Key service components shall include research and analysis of data, policies, and programs.

II. CAPSMA for Public Sector Strategy Consulting Services

The Executive Office is seeking various consultants to provide their expertise in modernizing and reforming the County's governance structure. The scope consists of a comprehensive set of services to support Governance Reform Task Force (Task Force). It includes strategic leadership, governance expertise, meeting facilitation, policy analysis, stakeholder engagement, and high-level communication. Contractors are expected to manage complex projects independently while providing expert guidance, fostering consensus, and ensuring effective decision-making and documentation. While providing these services, Contractor shall integrate diversity, equity, and inclusion principles into process design, stakeholder engagement, and policy recommendations; and leverage familiarity with County or local government operations, public commissions, and Task Force procedures to enhance effectiveness.

III. CAPSMA for Public Accounting Services

Established in 1938, the Antelope Valley Fairgrounds have been a key cultural and emergency resource for the region. In response to funding challenges and the need for local governance, the City of Lancaster and the 50th District Agricultural Association formed the Antelope Valley Fairgrounds Authority (a Joint Powers Authority) in 2011. This allowed for more efficient local management and led to the creation of the Multi-Agency Regional Resilience Center (MARRC), a multipurpose facility for emergency response and community events. The Authority received a \$20.5 million grant in 2023 to support MARRC and has invited the City of Palmdale and Los Angeles County to join as members. In December 2024, the County Board of Supervisors approved a motion to conduct due diligence on the Authority and its partners before deciding on joining and amending the existing JPA.

Contractor shall provide Public Accounting Services to complete a Due Diligence Review. Services are to be completed within twelve (12) months of the Work Order's execution. The primary objective of this Due Diligence Review is to conduct a review and evaluation of all Authority and Association materials that document the organization's fiscal operations, policies, procedures, and

CAPSMA SERVICES

programs, to determine if it's in the best interest of the County to join the JPA and if the JPA is financially sound and the goals of the JPA are in alignment with the County's goals.

EXHIBIT 1 - CAPSMA DOCUMENTS



LOS ANGELES COUNTY EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS

REQUEST FOR QUALIFICATIONS FOR A CONSULTING AND PROFESSIONAL SERVICES MASTER AGREEMENT (CAPSMA)

October 2025

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1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles (County) Executive Office (EO) of the Board of Supervisors is seeking qualified agencies, firms, individuals, or principals, collectively known as “Vendors”, to enter into Master Agreements with the County to provide an array of Consulting and Professional Services (CAPS).

1.2 Background

The EO performs a multi-functional support role for the Board of Supervisors (Board) in administering and managing technology, staffing, procurement and facilities resources, as well as the publication of information for the Board, various County departments and the public. The EO also administers and oversees the Office of Inspector General, County Chief Sustainability Office and a variety of County commissions such as the Sheriff’s Civilian Oversight Commission, Office of Child Protection and the County Equity Oversight Panel. To provide support for the Board, commissions, and oversight bodies, EO frequently contracts for a wide range of consulting and technical services. Implementation of CAPSMA will enable the EO to expediently obtain as-needed consulting and technical services.

1.3 Overview of Solicitation Process

The process for the award of Work Orders for CAPS is designed to provide EO with maximum flexibility and nimbleness in soliciting for CAPS and building a pool of qualified Vendors for future projects. In furtherance of these goals, EO may undertake different paths for soliciting CAPS. Any path used will comply with the California Government Code and County rules, policies, and directives relating to contracting.

1.3.1 Request for Qualifications with an Accompanying Request for Services

The primary path for qualifying Vendors will be the issuance of a Request for Qualifications (RFQ) with an accompanying Request for Services (RFS) (collectively, Solicitation). Interested Vendors may submit Responses to the RFQ and RFS. This will enable EO to select one or more qualified Vendors for CAPS. A Solicitation will be designed to result in two possible outcomes, on a case-by-case basis.

1.3.1.1 Where the CAPS are known and defined, a Solicitation will contain the specific service descriptions and qualifications that will be required if a Work Order for such CAPS is awarded. Such Solicitations may result in award of a Master

Agreement and Work Order with the selected Vendor(s).

1.3.1.2 Where the CAPS are broader and more generic in nature, a Solicitation will be used to award Master Agreements and Work Orders to establish a pool of qualified Vendors for future work.

1.3.2 RFS

The RFS will include the required Services, minimum requirements, Response submission requirements, Response evaluation methodology, and, if applicable, the selection criteria for a Work Order as described in Section 1.3.1 above.

1.3.3 Master Agreement

A CAPS Master Agreement (will be executed with **all Vendors** determined to be qualified based on their Response to the applicable Solicitation (Qualified Contractors). The execution of a CAPSMA does not guarantee any funding or minimum amount of work or business.

1.3.4 Work Order

A Work Order is a subordinate agreement executed wholly within and subject to the provisions of the CAPSMA and will include a Statement of Work and will describe the Services, location, duration, payment, and the work required for the performance thereof. The only compensation paid to Qualified Contractors under CAPSMA shall be through satisfactory work performed under a duly issued and executed Work Order.

1.4 CAPSMA

1.4.1 Acceptance of Terms and Conditions of the

Vendors understand and agree that submission of a RFQ Response constitutes acknowledgement and acceptance of, and willingness to comply with all terms and conditions outlined in Appendix A – Master Agreement, of this RFQ. The terms contained in the CAPSMA are **non-negotiable**. The CAPSMA may be amended, at County's sole discretion, during its term to accommodate changes in the County contracting policies and procedures.

1.4.2 CAPSMA Term

The term of the CAPSMA shall go into effect upon the date of execution by the Executive Officer, or designee, as authorized by the Board, and

shall expire on [insert date].

The term of the CAPSMA shall be subject to one (1) additional one- year extension periods. The optional period will be exercised at the sole discretion of the Executive Officer, or designee, as authorized by the Board.

1.5 CAPSMA Provisions

While the core provisions of the CAPSMA apply universally, certain work-specific requirements may be amended on a Work Order basis to reflect the unique needs of that engagement. Any such amendments will be clearly detailed in the associated RFS. Vendors should carefully review these amendments and only respond if they are able to meet the specified criteria. It is the Vendor's responsibility to ensure they can comply with both the standard CAPSMA terms and any additional work-specific modifications. These variations are intended to address project-specific needs and are not to be construed as arbitrary changes to limit Vendor eligibility.

1.6 Minimum Qualifications

Vendor must meet the Minimum Requirements as indicated in the applicable RFS.

1.7 County Option to Reject Responses

County may, at its sole discretion, reject any or all Responses submitted in response to any Solicitation at any time, with or without cause. **County shall not be liable for any costs incurred by Vendor in connection with the preparation and submission of any Response.** County reserves the right to waive immaterial deviations in a submitted Response.

1.8 Contact with County Personnel

All contact, including any questions regarding this RFQ, must be in writing and sent to the e-mail address listed below:

CAPSMA Administrator
CAPSMA@bos.lacounty.gov

2.0 INSTRUCTIONS TO VENDORS

This Section contains instructions to Vendors on how to prepare and submit its Response to this RFQ.

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the EO and his/her judgment shall be final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from working with the County.

2.3 Mandatory Requirement to Register on County's WebVen

All potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the County's home page at <http://camisvr.co.la.ca.us/webven/>.

2.4 General Format and Submission Requirements

2.4.1 Submission

Vendor shall submit the following Response package to the email address listed in Section 1.8 (Contact with County Personnel):

1. One (1) Response to this RFQ in PDF format; and
2. One (1) Response in accordance with the applicable open RFS. The RFS is available on the (insert website)

2.4.2 Requested Information

The content and sequence of the RFQ Response must be as follows:

A. Required Forms

Vendor shall complete and submit the following Required Forms from Appendix B:

Exhibit 1: Vendor's Organization Questionnaire/Affidavit. The County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Agreements. The person signing this form must

be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.

Exhibit 2: Certification of Compliance

Exhibit 3: Debarment History and List of Terminated Contracts

Exhibit 4: Community Business Enterprise (CBE) Information

Exhibit 5: Minimum Mandatory Requirements

Exhibit 6: List of References

Exhibit 7: Contribution and Agent Declaration Form

Exhibit 8: Declaration

B. Financial Capability

Provide copies of the Vendor's most current and prior two (2) years (for example 2024, 2023 and 2022) audited financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

A limited or restricted tier eligibility is included to make CAPSMA more accessible for organizations unable to submit audited financial statements. Organizations that submit (3) years of audited financials are eligible to apply for a RFS with no dollar limit on the Work Order award. Organizations that are unable to submit audited financial statements can submit a Response that includes required responses to a series of financial questions such as existence of any tax delinquencies (federal, state or local), description of the organization's accounting system and its internal controls. If approved by County, the organization may be issued a CAPSMA and will be eligible to apply for a RFS. Any Work Order award will be limited to a maximum award of \$75,000 or below. If applying under this option, submit Exhibit 9: Supplemental Fiscal Information in the Response.

C. Proof of Insurability

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement),

Paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the Response.

3.0 RESPONSE REVIEW/ACCEPTANCE PROCESS

3.1 Response Acceptance Process

County reserves the sole right to judge the contents of the Responses submitted pursuant to this RFQ. The acceptance process will begin with receipt of the Response to this RFQ. All Responses will be reviewed based on the criteria listed below.

3.1.1 Verification Process

Verification of the Respondent's business status will be conducted by checking with all applicable databases which may include, but not be limited to, databases available with the California Secretary of State – Business Programs, Los Angeles County Debarment List, Federal Debarment List (Office of Inspector General (OIG), Federal Excluded Parties List System (EPLS), and if applicable, a review of the Auditor Controller's Intranet website and the Contractor Alert Reporting Database reflecting past performance history on County contracts. EO will contact Respondent in the event additional information is needed. Verification of the Respondent's business status includes County's determination of Vendor Responsibility based on the criteria in Section 4.6

3.1.2 Adherence to Organization Questionnaire and Affidavit

Vendor's Organization Questionnaire and Affidavit, as set forth in Appendix B – Required Forms, Exhibit 1 will be reviewed.

3.1.3 Vendor's Qualifications

Vendor meets the Minimum Qualifications as indicated in the applicable RFS. Failure of the Vendor to comply with the Minimum Qualifications may eliminate its Response from any further consideration.

3.1.4 Vendor's References

- A.** Vendor's References as provided in Appendix B – Required Forms, Exhibit 3 will be reviewed and include verification of the references submitted. It is the Vendor's sole responsibility to ensure that each reference contact name, phone number, and e-mail

address is accurate. County reserves the right to request additional references.

County may disqualify a Vendor if:

The references fail to support that the Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or

The references fail to substantiate the Vendor's description of the services provided; or

County is unable to reach the point of contact with reasonable effort.

3.1.5 Financial Capability

Vendor's financial records provided in Section 2.4.2-B of the Response, and if applicable the information in Exhibit 9, will be reviewed as 'Acceptable' or 'Unacceptable'. Vendor will need to demonstrate a history of business stability and financial ability to perform the services in the applicable RFS.

3.1.6 Insurance

Vendor's proof of insurance coverage will be reviewed.

3.2 CAPSMA Qualification Process

Vendors who are notified that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a CAPSMA if other requirements necessary for an award have not been met. Other requirements may include, but are not limited to, acceptance of the terms and conditions of the CAPSMA, and the criteria and considerations identified in Section 4.6, below. Only when all such requirements have been met to EO's satisfaction can a Vendor which is otherwise deemed qualified, be regarded as "selected" for recommendation of a CAPSMA. EO will execute CAPSMAs with each qualified Vendor as authorized by the Board. All Vendors will be notified of the final selections as a result of a RFS.

4.0 GENERAL CONDITIONS

4.1 County Rights and Responsibilities

County has the right to amend or cancel any Solicitation, or any part thereof, by written addendum. The County is responsible only for that, which is expressly stated in each applicable solicitation document and any authorized written

addenda thereto. Addenda shall be made available in (insert website) or provided to each Vendor, as applicable. Should an addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County.

4.2 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for the Solicitation, or any competing solicitation, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor.

4.3 Prohibition from Participation in Future Solicitation(s)

Vendor shall not participate, in any way, in any future solicitations conducted by the County that includes or is based upon any services rendered by the Contractor pursuant to the CAPSMA and Work Order (if any) resulting from this solicitation. Any response to a solicitation submitted by the Contractor, or by any subsidiary of or subcontractor to the Contractor in violation of this provision shall be rejected by County.

4.4 Gratuities

4.4.1 Attempt to Secure Favorable Treatment

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

4.4.2 Vendor Notification to County

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

4.4.3 Form of Improper Consideration

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

4.5 Notice to Vendors Regarding the Public Records Act

- 4.5.1 Responses to this Solicitation shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all Responses submitted in response to this Solicitation, become a matter of public record, with the exception of those parts of each Response which are justifiably defined and identified by the Vendor as business or trade secrets, and if by the Vendor, plainly marked as "Trade Secret", "Confidential," or "Proprietary."
- 4.5.2 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential," or "Proprietary" in nature.
- 4.5.3 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked "Confidential", "Trade Secrets," or "Proprietary" Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

4.6 Determination of Vendor Responsibility

- 4.6.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.
- 4.6.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee

compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

- 4.6.3 The County may declare a Vendor to be non-responsible for purposes of the CAPSMA if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 4.6.4 If there is evidence that Vendor may not be responsible, EO shall notify Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that Vendor be found not responsible. EO shall provide Vendor and/or Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for EO's recommendation.
- 4.6.5 If Vendor presents evidence in rebuttal to EO, EO shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to Board. The final decision concerning the responsibility of a Vendor shall reside with the Board.
- 4.6.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

4.7 Disqualification Review for a CAPSMA

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

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

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

1. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review asserts that the County's determination of disqualification due to non- responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Request for a Disqualification Review not satisfying all these criteria may, in the County's sole discretion, be denied.

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

APPENDIX A



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

_____ DEPARTMENT

AND

(CONTRACTOR)

FOR

CONSULTING AND PROFESSIONAL SERVICES

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- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Sample Work Order Formats

Forms Required for Each Work Order Before Work Begins

- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement
- E4 Contractor Employee Acknowledgement and Confidentiality Agreement
- E5 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- F Subsequent Executed Work Orders
- G Charitable Contributions Certification

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
AND**

**FOR
CONSULTING AND PROFESSIONAL SERVICES**

This Master Agreement and Exhibits made and entered into on **Enter Date** ("**Execution Date**") by and between the County of Los Angeles, hereinafter referred to as "County" and **Contractor Name**, hereinafter referred to as "Contractor". **Contractor Name** is located at **Contractor Address**.

RECITALS

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

WHEREAS, Contractor is a private (public, non-profit) firm specializing in providing Consulting and/or Professional Services; and

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

WHEREAS, the Board of Supervisors has authorized the Executive Officer of the Board of Supervisors, or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Work Order Formats
- Exhibit E Forms Required For Each Work Order Before Work Begins
- Exhibit F Subsequent Executed Work Orders
- Exhibit G Charitable Contributions Certification

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.1.2 Contractor's Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.3 County's Contract Analyst:** The person designated by County to manage and facilitate the administrative functions of the Contract.
- 2.1.4 County's Master Agreement Program Director (MAPD):** **Person** designated by Executive Officer with authority to negotiate and recommend all changes on behalf of County.

- 2.1.5 County's Project Director:** Person designated by Executive Officer with authority to approve all Work Order solicitations and executions.
- 2.1.6 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.7 County's Work Order Director:** Responsible for coordinating and monitoring the Work Order.
- 2.1.8 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.9 Executive Officer:** Executive Officer of the Board of Supervisors.
- 2.1.10 Department:** The County of Los Angeles Executive Office, Board of Supervisors which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** County's standard agreement executed between County and individual Qualified Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.13 Qualified Contractor:** A Contractor who has submitted a Response to County's Request For Qualifications (RFS) and Request for Services (RFS); has met the minimum mandatory requirements qualifications listed in the RFQ and RFS and has an executed Master Agreement with the Department.
- 2.1.14 Request for Qualifications (RFQ):** A solicitation with an accompanying RFS, that may result in qualifying Contractors for a Master Agreement.
- 2.1.15 Request for Services (RFS):** A Work Order solicitation to allow the County to select one or more Qualified Contractors for a specific project or to have Qualified Contractors for future as-needed ordering of Services. The RFS will include the project details, minimum requirements, response submission requirements, review methodology, additional terms and conditions, and, if applicable, the selection criteria for a Work Order.
- 2.1.16 Response:** A response to an RFQ or RFS.

- 2.1.17 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.18 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order will result from a response to a RFS, solicited by and tendered to County, by Qualified Contractors, unless it is appropriate to issue a Work Order directly to an active Contractor.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Work Order shall include an attached Statement of Work, which shall describe in detail the project and the work required for the performance thereof.
- 3.3 If Contractor provides any task, Deliverable, Service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1 – Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Sub-paragraph 3.4. Upon determination by County to issue a RFS, County shall issue a RFS containing a Statement of Work to all Qualified Contractors. Each interested Qualified Contractor so contacted may submit a Response to County address or e-mail address and within the timeframe specified in the applicable solicitation. Failure of Contractor to provide a response within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of Response reviews, County shall execute the Work Order by and through County staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation or RFS specifies review criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.6 County reserves the right to execute a direct award Work Order without a RFS if it is in the best interest of County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be _____ years commencing after execution by Executive Officer or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on (enter date) unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 County will have the sole option to extend the Master Agreement term for up to one additional one-year period for a maximum total Master Agreement term of ____ years. Each such option and extension will be exercised at the sole discretion of the Executive Officer or their designee as authorized by the Board.
- 4.3 County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a Master Agreement term extension option.
- 4.4 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

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

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

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

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for Services in accordance with the applicable terms of the Work Order.

5.4.2 Payment for all work will be on either a Time basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Time Work Order:

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.
- Remaining balance of not to exceed amount of Work Order.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

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

5.4.7 Preference Program Enterprises – Prompt Payment Program

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

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

- 5.5.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A (County's Administration). County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 County's Project Director

County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.4 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.4.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

6.5 County's Project Manager

County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. County's Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.6 County's Contract Analyst

The role of County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. County's Contract Analyst reports to County's Project Executive Officer.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). Contractor must notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

- 7.4.1 All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor must notify County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return staff's ID badge to County on the next business day after the staff has terminated employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to County on the next business day after the staff has been removed from working on County's Master Agreement.

7.5 Background and Security Investigations

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

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 If stated in a Work Order, Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement) and cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 County's Board or Chief Executive Officer may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by Contractor and by the Executive Officer, or designee.
- 8.1.2 The Executive Officer, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by Contractor and by the Executive Officer, or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

from notifying County prior to the actual acquisitions/mergers.

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

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

8.3 Authorization Warranty

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

8.4 Complaints

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

8.4.1 Within ten (10) business days after the Master Agreement effective date, Contractor must provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.4.3 If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.

- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be emailed to County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

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

8.6 Compliance with Civil Rights Laws

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

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

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).
- 8.7.2 Written Employee Jury Service Policy
 - Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
 - For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with 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 Master Agreements 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 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 County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with County enables such employee to influence the award of this Master Agreement or any

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

- 8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN/START Participants

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

bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.11.4 Contractor Hearing Board

- If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. 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.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of 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 Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.
- Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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 Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

- 8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting Contractor's duty under this Master Agreement to comply with all applicable

provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master 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 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

- 8.16.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by

Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

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

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing

work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Master Agreement.

- 8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Contracting Department Name, Division/Section
Contracting Department Address
Attention: Name and Title of Department Contact

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy

limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of County, upon which County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or

relating to this Master Agreement. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

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

8.24.4 Unique Insurance Coverage

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

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Executive Officer, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Officer, or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Executive Officer, or designee, in a written notice describing the reasons for said action.

8.25.2 If the Executive Officer determines that there are deficiencies in the performance of this Master Agreement that the Executive Officer or designee, deems are correctable by Contractor over a certain time span, the Executive Officer, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Executive Officer may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or

(c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from

the payment to Contractor from County, as determined by County.

- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This paragraph will not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 Contractor certifies to County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by County.
- 8.27.7 If County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the

Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Qualifications (RFQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an RFQ response marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

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

indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

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

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of County may conduct an audit of Contractor regarding the work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference will be either: a) repaid by

Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by County.
- 8.39.3 Contractor must indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County's MAPD is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County,

Contractor must forward a fully executed subcontract to County for their files.

- 8.39.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor must ensure delivery of all such documents to:

before any subcontractor employee may perform any work hereunder.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor must immediately:
- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and

- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

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

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

8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond

the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

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

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

8.44 Termination for Insolvency

8.44.1 County may terminate this Master Agreement forthwith in the event

of the occurrence of any of the following:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

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

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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

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

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

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 Compliance with County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit G (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

The following Sub-paragraphs 9.2 through 9.4 shall only apply to Contractors that qualify for the applicable County Preference Program.

9.2 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

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

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

9.3 Social Enterprise (SE) Preference Program

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

9.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

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

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

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

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1 This Master Agreement is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.4.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
- Pay to County any difference between the Work Order amount and what County's costs would have been if the Work Order had been properly awarded;
 - In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

10.0 Survival

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 10.0	(Survival)

AUTHORIZATION OF MASTER AGREEMENT FOR
_____ SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Executive Officer, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

COUNTY OF LOS ANGELES

By _____
Executive Officer

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel



DEPARTMENT/COMMISSION NAME

REQUEST FOR SERVICES (RFS)

FOR

[INSERT SERVICE]

(Use for selection of single vendor for specific project)

RFS No. [EO will issue this number]

Month Year

**Prepared By
[Insert who]**

**REQUEST FOR SERVICES (RFS)
FOR [INSERT SERVICE NAME]**

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ATTACHMENTS

ATTACHMENT 1: - STATEMENT OF WORK

ATTACHMENT 2: - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6 - STAFFING PLAN AND PRICING SCHEDULE[Example]

REQUEST FOR SERVICES FOR [INSERT SERVICE]

1.0 REQUEST FOR SERVICES TIMELINE

County Department/Commission:

Request for Services (RFS) Number: CAPSMA – EO -#

Release Date:

Written Questions Due Date:

Solicitations Requirements Review:

Question and Answer Release:

Response Due Date and Time:

2.0 PROCESS

Through this RFS, [insert EO or commission] is soliciting for a Work Order, subordinate to the Consulting and Professional Services Master Agreement (CAPSMA) with a qualified corporation, firm, or individual (Vendor), who can provide [insert brief description of service]. Vendors interested in this RFS, who do not have an executed CAPSMA, must also respond and be awarded a CAPSMA through the Request for Qualifications (RFQ) for a CAPSMA available on the (insert website). The selected Vendor must have an executed CAPSMA with the Board of Supervisors Executive Office (EO) prior to award of a Work Order pursuant to this RFS.

3.0 SCOPE OF SERVICES

3.1 Background

3.2 Purpose

3.3 Services

A description of the required services is provided in ATTACHMENT 1 – STATEMENT OF WORK. Vendor will satisfactorily perform the services set forth in the Statement of Work (SOW).

[If the details of the SOW are not available and will be developed based on Vendor's response, then include the Scope of Services in this section. If the SOW is available, include a brief description and refer to the SOW as an Attachment 1.]

4.0 MINIMUM REQUIREMENTS

Interested Vendors that can demonstrate their ability to provide the services in this RFS, Section 3.3 - Scope of Services, are encouraged to respond to this solicitation provided they meet the following minimum requirements:

4.1 A) Vendor must have a current status as a CAPSMA contractor.

OR

B) Vendors that do not have a current status as a CAPSMA contractor may respond to this RFS if they submit a Response to EO's RFQ for CAPSMA and are issued a CAPSMA. Vendors who fall into this category must respond to BOTH the RFQ and this RFS by **DATE/TIME**. These Vendors must meet the qualifications to be a CAPSMA contractor in order for their Response to this RFS to be considered. The RFQ can be found at: **(insert website)**

4.2 **[Insert your requirements here]** Vendor or Principal of Vendor must have minimum of three (3) years of experience within the last five (5) years

4.3 **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 WORK ORDER TERM

The term of the Work Order will be for **[insert time]** from the time of execution with one (1) option to extend for an additional **[insert time]** as required by business needs within EO.

County reserves the right to further extend the term of the resultant Work Order at its sole discretion, to allow the selected Vendor additional time to complete and provide all deliverables at no additional cost to County.

6.0 CONTACT WITH COUNTY PERSONNEL

All communication regarding this Solicitation or any matter relating thereto must be in writing and e-mailed to the following:

CAPSMA Administrator
E-mail address: CAPSMA@bos.lacounty.gov

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

7.0 VENDOR'S QUESTIONS

Vendors may submit written questions regarding this solicitation to the e-mail address identified in Section 7.0 – Contact with County Personnel. All questions submitted will be compiled, without identifying the submitting Vendor and, along with the appropriate answers, will be issued as an addendum to the RFS and made available on the (insert website)

When submitting questions, identify the solicitation title and number in the subject line. The body of the e-mail should indicate the solicitation section number and page number and quote the language that prompted the question. County reserves the right to group similar questions when providing answers. Any questions regarding the solicitation process after the initial due date and time may be submitted to the contact listed in Section 7.0 – Contact with County Personnel.

9.0 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting ATTACHMENT 2 – TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW to the EO as described in this Section. A request for a Solicitation Requirements Review may be denied, in the EO's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - a. application of the minimum requirements, review criteria and/or business

requirements unfairly disadvantages the person or entity; or,

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

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the EO's sole discretion, be denied. The Solicitation Requirements Review shall be completed and EO's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Response due date.

10.0 SUBMISSION INSTRUCTIONS

Vendor shall email one (1) PDF Response to the e-mail address listed in Section 7.0 – Contact with County Personnel, by the Response Due Date and Time indicated on page 1 of this solicitation. It is the sole responsibility of the submitting Vendor to ensure that its solicitation Response is received before the submission deadline.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the Executive Officer and his/her judgment shall be final. A Vendor who is disqualified pursuant to this Section 11.0 may be debarred from working with the County.

12.0 VENDOR'S RESPONSE

The RFS Response shall be submitted in PDF format, and shall contain the following content and be prepared in the following sequence:

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6- STAFFING PLAN AND PRICING SCHEDULE [Example]

13.0 REVIEW AND SELECTION PROCESS

County reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFS and to determine which Respondent best serves the interests of the County.

As a result of this RFS, County may:

1. Request further information, documents, presentations, demonstrations, and/or conference call(s) or in-person interviews substantiating Vendors' qualifications, experience, and readiness to provide the services described in the RFS;
2. Enter into contract negotiations based on Vendor's submission; and/or
3. Take no further action.

13.1 Response Selection Process

The selection process will begin with receipt of the Response by the Response Due Date and Time. Any Responses received after the "Response Due Date and Time," as listed in Section 1.0, REQUEST FOR SERVICES TIMELINE, will be eliminated from consideration by EO. Review of timely received Responses will be conducted in two phases.

13.1.1 Phase One – (Acceptable/Unacceptable)

Phase One will be conducted by EO Contracts staff.

A. Adherence to the Minimum Requirements

During Phase One, an acceptable or unacceptable review will be made of Vendor's Response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.1, Vendor's Minimum Requirements, to see if Vendor meets the Minimum Requirement as outlined in Section 4.0, MINIMUM REQUIREMENTS, of this RFS. Failure by Vendor to comply and demonstrate that it meets the Minimum Requirements may, in County's sole discretion, result in its Response being disqualified without further review and consideration.

B. Verification Process

A review will be conducted of the Vendor's references provided in ATTACHMENT 5 – REFERENCES, as acceptable or unacceptable. The review also includes, but is not limited to, a review of the Auditor Controller's Intranet website, and the Contractor Alert Reporting Database reflecting past performance history on County contracts.

Vendor must provide four references (2 plus 2 alternates) who can validate Vendor's experience and dates of service listed

in ATTACHMENT 5, REFERENCES. It is the sole responsibility of Vendor to ensure that the reference contact information is up to date, and the reference contact person has been notified. County may disqualify Vendor if any reference fails to uphold any of the requested information or is unreachable within a reasonable effort.

13.1.2 Phase Two – Evaluation of Written Material

Phase Two will be conducted by an Evaluation Committee selected by County. The Review Committee will conduct an evaluation based on the County's Informed Averaging Policy to assess each Response as defined in the criteria listed below and select the highest ranked Vendors.

A. Vendor's Personnel and Experience

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.2, Background and Experience to determine if Vendor has the qualifications, experience, and capacity to provide the services outlined herein.

B. Vendor's Approach and Methodology

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.3, Vendor's Approach and Methodology to determine if Vendor's response has a superior approach to providing the requested services.

C. Vendor's Staffing and Pricing Schedule [if applicable]

An evaluation will be conducted on the appropriateness and suitability of Vendor's response to ATTACHMENT 6, STAFFING AND PRICING SCHEDULE.

County retains the right to select Responses other than the highest ranked Response. If County determines, in its sole discretion, another Response is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

13.2 Disqualification Review

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

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

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

1. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification documents; and
2. The request for a Disqualification Review asserts that EO's disqualification of the Response was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Requests for a Disqualification Review not satisfying all these criteria may, in EO's sole discretion, be denied. The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection process.

14.0 NON-SELECTED RESPONDENT RIGHTS

14.1 Debriefing Process

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

The purpose of the Debriefing is to compare the requesting Vendor's Response to the Solicitation document with the review document. The requesting Vendor shall be debriefed only on its Response. Because Work Order negotiations are not yet completed, Responses from other Vendors shall not be discussed or disclosed, although EO may inform the requesting Vendor of its relative ranking.

Vendor may submit an appeal within two (2) days after the Debriefing if the requesting Vendor is not satisfied with the results of the Debriefing.

14.2 Protest Process

County will consider any protest regarding Vendors not recommended for award of a Work Order under this RFS, if such protest would change the outcome of the Work Order award selection and is received in writing by the EO by the deadline indicated in Section 14.1.3 of the RFS. A protest may, in EO's sole discretion be denied if the request does not satisfy all of the following criteria.

The request for an protest is submitted timely;

The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:

- A. County materially failed to follow procedures specified in its RFS.

This includes:

- 1. Failure to correctly apply the standards for reviewing the Response format requirements.
- 2. Failure to correctly apply the standards and/or follow the prescribed methods, for reviewing the Responses as specified in the RFS.
- 3. Use of review and selection criteria that was different from the criteria disclosed in the RFS.

- B. A member of the Review Committee demonstrated bias in the conduct of the review.

- C. Another basis for review as provided by State or federal law.

Vendors will be notified by EO of the decision on any protest which is received by EO in a timely manner. Such notification will explain the basis for the decision. The EO's decision on any protest will be final.

15.0 WORK ORDER AWARD

A Work Order will be executed with the selected Vendor(s) as authorized under delegated authority by the County's Board of Supervisors. The Statement of Work to the Work Order shall be agreed upon by the selected Vendor and County, based on Vendor's Response.

16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

- 16.1 Responses to this solicitation shall become the exclusive property of County.
- 16.2 Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets and plainly marked by the Vendor as "Trade Secret", "Confidential", or "Proprietary".
- 16.3 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**
- 16.4 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked "Trade Secrets", "Confidential", or "Proprietary", Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

17.0 COUNTY RIGHTS AND RESPONSIBILITIES

County has the right to amend, re-issue, or cancel this RFS by written addendum. County is responsible only for that, which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available (**insert website**). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.



DEPARTMENT/COMMISSION NAME

REQUEST FOR SERVICES (RFS)

FOR

[INSERT SERVICE]

(Use for selection of a pool of contractors)

RFS No. [EO will issue this number]

Month Year

**Prepared By
[Insert who]**

**REQUEST FOR SERVICES (RFS)
FOR [INSERT SERVICE NAME]**

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ATTACHMENTS

ATTACHMENT 1: - STATEMENT OF WORK

ATTACHMENT 2: - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6 - STAFFING PLAN AND PRICING SCHEDULE[Example]

REQUEST FOR SERVICES FOR [INSERT SERVICE]

1.0 REQUEST FOR SERVICES TIMELINE

County Department/Commission:

Request for Services (RFS) Number: CAPSMA – EO -#

Release Date:

Written Questions Due Date:

Solicitations Requirements Review:

Question and Answer Release:

Response Due Date and Time:

2.0 PROCESS

Through this RFS, [insert EO or commission] is soliciting for a Work Order, subordinate to the Consulting and Professional Services Master Agreement (CAPSMA) with a qualified corporation, firm, or individual (Vendor), who can provide [insert brief description of service]. Vendors interested in this RFS, who do not have an executed CAPSMA, must also respond and be awarded a CAPSMA through the Request for Qualifications (RFQ) for a CAPSMA available on the [Solicitation Search – Doing Business With](#). The selected Vendor must have an executed CAPSMA with the EO prior to award of a Work Order pursuant to this RFS.

3.0 SCOPE OF SERVICES

3.1 Background

3.2 Purpose

3.3 Services

ATTACHMENT 1 – STATEMENT OF WORK describes the range of services that may be requested from time to time using Attachment 1A, Service Request.

4.0 MINIMUM REQUIREMENTS

Interested Vendors that can demonstrate their ability to provide the services in this RFS, Section 3.3 - Scope of Services, are encouraged to respond to this solicitation provided they meet the following minimum requirements:

- 4.1 A) Vendor must have a current status as a CAPSMA contractor.

OR

B) Vendors that do not have a current status as a CAPSMA contractor may respond to this RFS if they submit a Response to EO's RFQ for CAPSMA and are issued a CAPSMA. Vendors who fall into this category must respond to BOTH the RFQ and this RFS by **DATE/TIME**. These Vendors must meet the qualifications to be a CAPSMA contractor in order for their Response to this RFS to be considered. The RFQ can be found at: [Solicitation Search – Doing Business With](#)

- 4.2 **[Insert your requirements here]** Vendor or Principal of Vendor must have minimum of three (3) years of experience within the last five (5) years

- 4.3 **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 WORK ORDER TERM

The term of the Work Order will be for **[insert time]** from the time of execution with one (1) option to extend for an additional **[insert time]** as required by business needs within EO.

County reserves the right to further extend the term of the resultant Work Order at its sole discretion, to allow the selected Vendor additional time to complete and provide all deliverables at no additional cost to County.

6.0 CONTACT WITH COUNTY PERSONNEL

All communication regarding this Solicitation or any matter relating thereto must be in writing and e-mailed to the following:

CAPSMA Administrator
E-mail address: CAPSMA@bos.lacounty.gov

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

7.0 VENDOR'S QUESTIONS

Vendors may submit written questions regarding this solicitation to the e-mail address identified in Section 6.0 – Contact with County Personnel. All questions submitted will be compiled, without identifying the submitting Vendor and, along with the appropriate answers, will be issued as an addendum to the RFS and made available on the [Solicitation Search – Doing Business With](#)

When submitting questions, identify the solicitation title and number in the subject line. The body of the e-mail should indicate the solicitation section number and page number and quote the language that prompted the question. County reserves the right to group similar questions when providing answers. Any questions regarding the solicitation process after the initial due date and time may be submitted to the contact listed in Section 6.0 – Contact with County Personnel.

8.0 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting ATTACHMENT 2 – TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW to the EO as described in this Section. A request for a Solicitation Requirements Review may be denied, in the EO's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - a. application of the minimum requirements, review criteria and/or business requirements unfairly disadvantages the person or entity; or,

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

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the EO's sole discretion, be denied. The Solicitation Requirements Review shall be completed and EO's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Response due date.

10.0 SUBMISSION INSTRUCTIONS

Vendor shall email one (1) PDF Response to the e-mail address listed in Section 6.0 – Contact with County Personnel, by the Response Due Date and Time indicated on page 1 of this solicitation. It is the sole responsibility of the submitting Vendor to ensure that its solicitation Response is received before the submission deadline.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the Executive Officer and his/her judgment shall be final. A Vendor who is disqualified pursuant to this Section 11.0 may be debarred from working with the County.

12.0 VENDOR'S RESPONSE

The RFS Response shall be submitted in PDF format, and shall contain the following content and be prepared in the following sequence:

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6- STAFFING AND PRICING SCHEDULE **[Example]**

13.0 REVIEW AND SELECTION PROCESS

County reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFS and to determine which Respondent best serves the interests of the County.

As a result of this RFS, County may:

1. Request further information, documents, presentations, demonstrations, and/or conference call(s) or in-person interviews substantiating Vendors' qualifications, experience, and readiness to provide the services described in the RFS; and/or
2. Enter into a Work Order based on Vendor's submission; or
3. Take no further action.

13.1 Response Selection Process

The selection process will begin with receipt of the Response by the Response Due Date and Time. Any Responses received after the "Response Due Date and Time," as listed in Section 1.0, REQUEST FOR SERVICES TIMELINE, **will be eliminated from consideration by EO** {insert alternative language if the RFS is kept open with an initial due date whereby those response received will be reviewed and any responses received after the initial due date will be reviewed as received}. Review of received Responses will be conducted as follows by EO Contracts staff:

A. Adherence to the Minimum Requirements

An acceptable or unacceptable determination will be made of Vendor's Response to ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION, Section 3.1, Vendor's Minimum Requirements, to see if Vendor meets the Minimum Requirement as outlined in Section 4.0, MINIMUM REQUIREMENTS, of this RFS. Failure by Vendor to comply and demonstrate that it meets the Minimum Requirements may, in County's sole discretion, result in its Response being disqualified without further review and consideration.

B. Verification Process

A review will be conducted of the Vendor's references provided in ATTACHMENT 5 – REFERENCES, as acceptable or unacceptable. The review also includes, but is not limited to, a review of the Auditor Controller's Intranet website, and the Contractor Alert Reporting Database reflecting past performance history on County contracts.

Vendor must provide four references (2 plus 2 alternates) who can validate Vendor's experience and dates of service listed in ATTACHMENT 5 - REFERENCES. It is the sole responsibility of Vendor to ensure that the reference contact information is up to date, and the reference contact person has been notified. County

may disqualify Vendor if any reference fails to uphold any of the requested information or is unreachable within a reasonable effort.

C. Vendor's Personnel and Experience

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION, Section 3.2, Background and Experience to determine if Vendor has the qualifications, experience, and capacity to provide the services outlined herein.

D. Vendor's Staffing and Pricing Schedule [if applicable]

A review will be conducted on the appropriateness and suitability of Vendor's response to ATTACHMENT 6 - STAFFING AND PRICING SCHEDULE.

13.2 Disqualification Review

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

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

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

1. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification documents; and
2. The request for a Disqualification Review asserts that EO's disqualification of the Response was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Requests for a Disqualification Review not satisfying all these criteria may, in EO's sole discretion, be denied. The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection process.

14.0 NON-SELECTED RESPONDENT RIGHTS

14.1 Debriefing Process

Upon completion of the a review, EO shall notify the remaining Vendors in writing that the Department is entering into a Work Order with another Vendor. Upon receipt of this notice, any non-selected Vendor may submit a written request for a Debriefing within the timeframe specified in the notice. A request for a Debriefing may, in EO's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Vendor's Response to the Solicitation document with the review document. The requesting Vendor shall be debriefed only on its Response. Because Work Order negotiations are not yet completed, Responses from other Vendors shall not be discussed or disclosed.

Vendor may submit an appeal within two (2) days after the Debriefing if the requesting Vendor is not satisfied with the results of the Debriefing.

14.2 Protest Process

County will consider any protest regarding Vendors not recommended for award of a Work Order under this RFS or a Service Request, if such protest would change the outcome of the Work Order or Service Request award selection and is received in writing by the EO by the deadline indicated in the notice of non-selection. A protest may, in EO's sole discretion be denied if the request does not satisfy all of the following criteria.

The request for an protest is submitted timely;

The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:

- A. County materially failed to follow procedures specified in its RFS.

This includes:

1. Failure to correctly apply the standards for reviewing the Response format requirements.
2. Failure to correctly apply the standards and/or follow the prescribed methods, for reviewing the Responses as specified in the RFS.

3. Use of review and selection criteria that was different from the criteria disclosed in the RFS.
- B. A member of the Review Committee demonstrated bias in the conduct of the review.
- C. Another basis for review as provided by State or federal law.

Vendors will be notified by EO of the decision on any protest which is received by EO in a timely manner. Such notification will explain the basis for the decision. The EO's decision on any protest will be final.

15.0 WORK ORDER AWARD

A Work Order will be executed with the selected Vendor(s) as authorized under delegated authority by the County's Board of Supervisors.

16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

- 16.1 Responses to this solicitation shall become the exclusive property of County.
- 16.2 Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets and plainly marked by the Vendor as "Trade Secret", "Confidential", or "Proprietary".
- 16.3 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**
- 16.4 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked "Trade Secrets", "Confidential", or "Proprietary", Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

17.0 COUNTY RIGHTS AND RESPONSIBILITIES

County has the right to amend, re-issue, or cancel this RFS by written addendum. County is responsible only for that, which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available [Solicitation Search – Doing Business With](#). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.