



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

RPOSD.lacounty.gov
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1000 S. Fremont Ave., Unit #40 • Building A-9 East, Ground Floor • Alhambra, CA 91803

(626) 588-5060

November 20, 2018

Dear Interested Party:

The Los Angeles County Regional Park and Open Space District (RPOSD) is issuing this Request for Proposals (RFP) for the provision of Special Tax Consulting Services. The RFP can be downloaded from the Internet by two options.

Option 1

- Access the Los Angeles County website <http://camisvr.co.la.ca.us/lacobids>
- Select "View Open Bids," select "Search by...Commodity/Services"
- In the "Search in Description Text" section, type "Consulting" and look for code "91849."

Option 2

- Access our website <http://rposd.lacounty.gov/doing-business-with-rposd/>.
- Scroll towards the middle of the page and select the tab on the table titled "Current Opportunities."

The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Firms that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Qualifications of the RFP Main Solicitation are invited to submit a proposal to provide the services identified in Appendix A – Statement of Work. Potential proposers should carefully review the RFP Main Solicitation document and ensure their proposal complies with all RFP requirements.

The RFP response must be prepared in accordance with Section 7.0, Proposal Submission Requirements, of the RFP Main Solicitation document. Proposals are due no later than 3:00 p.m. Pacific Standard Time, on December 18, 2018.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jane I. Beesley".

Jane I. Beesley
District Administrator

JIB:WO:RD:rs

**Los Angeles County
Regional Park and Open Space District**



**REQUEST FOR PROPOSALS
FOR
SPECIAL TAX CONSULTING SERVICES**

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APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the contractor.
- B Statement of Work Exhibits:** Attachments which accompany the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County Policy
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County of Los Angeles Program
- K Intentionally Omitted**
- L Intentionally Omitted**
- M Intentionally Omitted**
- N Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- O Defaulted Property Tax Reduction Program:** County of Los Angeles Code
- P Evaluation Tool for Proposers**

1 INTRODUCTION

- 1.1 The Los Angeles County Regional Park and Open Space District (RPOSD) is responsible for the administration of an annual Special Tax to raise revenue for programs pursuant to the plan of expenditure contained within Measure A. The Special Tax is imposed upon all improved parcels located within the boundaries of RPOSD, which are coterminous with the County of Los Angeles, including all incorporated areas. The Special Tax is levied on all improved parcels per square foot of structural improvements, excluding the square footage of improvements used for parking.
- 1.2 The Special Tax is subject to all laws and procedures regarding exemptions, due dates, installment payments, corrections, cancellations, refunds, late payments, liens and collections for the secured roll ad valorem property taxes. The secured roll tax bills are the only notices in which RPOSD levies for the Special Tax. The Auditor-Controller of the County of Los Angeles places the Special Tax on the secured tax roll each fiscal year. The Treasurer and Tax Collector of the County collects the Special Tax on the tax roll at the same time and in the same manner, and subject to the same penalties as the ad valorem property taxes fixed and collected by or on behalf of the County.
- 1.3 Properties owned by public agencies devoted to a public use or to protect public health or safety are not assessed, consistent with the statutes applying to possessory interests. The Special Tax is levied on possessory interests based on the amount of privately-held structural improvements.
- 1.4 RPOSD is issuing this Request for Proposals (RFP) for Special Tax Consulting Services to assist in accurately identifying the parcels that are subject to the Special Tax and delivering related services for the implementation of Measure A.
- 1.5 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation

2 PURPOSE-AGREEMENT FOR SPECIAL TAX CONSULTING SERVICES

2.1 Statement of Work

- 2.1.1 Contractor shall be expected to implement the requirements outlined in Appendix A (Statement of Work) of this RFP.

2.2 Sample Agreement: RPOSD Terms and Conditions

2.2.1 Contractor shall be expected to implement the requirements outlined in Appendix C (Sample Contract) of this RFP.

2.2.2 Anticipated Contract Term

The contract term is anticipated to be for a period of seven (7) years with three (3) one (1) year extension options. The contract is anticipated to commence on April 2, 2019 following the Board of Directors authority to do so.

2.2.3 Contract Rates

The contractor's rates shall remain firm and fixed for the term of the contract. RPOSD reserves the right to amend the Contract due to any reason created by an increase or decrease in workload and the Contractor shall be compensated in accordance with Exhibit B, Pricing Schedule, of Appendix C.

2.2.4 Days of Operation

The contractor shall be required to provide Special Tax Consulting Services as needed throughout the term of the contract. The contractor is not required to provide services on LA County-recognized holidays. The RPOSD Contract Project Monitor will provide a list of the LA County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

2.2.5 Indemnification and Insurance

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

3 PROPOSER'S MINIMUM QUALIFICATIONS

3.1 Interested and qualified proposers can demonstrate their ability and qualifications to successfully complete the required Tasks and Deliverables outlined in Appendix A (Statement of Work) by submitting proposals, provided they meet the following mandatory requirements:

3.1.1 Proposer must have been in business continuously during the previous five years and have within the most recent three-year period, continuous and verifiable experience providing special tax and assessment consultant services to Los Angeles County or to other California public entities in substantially similar scope and degree to the Tasks and Deliverables identified in Appendix A (Statement of Work). In the event the firm itself does not have the requisite three years, but one or more of the principals involved in managing the daily operation of the firm individually meet the requisite three years, then their experience performing services equivalent or similar to the Tasks and Deliverables identified in Appendix A, may be considered in meeting this requirement at the RPOSD's sole discretion. The Proposer must provide a written detailed description and/or résumé demonstrating its principals' three years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section 7.9.7.1)

3.1.2 Proposer must have verifiable experience within the State of California, submitting direct assessment information to a county auditor-controller and retrieving information from a county assessor.

3.1.3 Proposer must maintain an office in the State of California with a responsible person(s) to maintain all reports/records that are required per this RFP. The Proposer must provide the address of its business office in its proposal. The principal(s) who will provide the required services shall be available as required to meet the needs of RPOSD.

3.1.4 Proposer must be knowledgeable of and readily demonstrate their expertise with county special taxes and assessments.

3.1.5 Proposed Contract Manager must have a minimum of five years of documented experience in providing the required services equivalent or similar to the services identified in Appendix A, SOW, either with the Proposer or with another firm. The Proposer must provide a detailed written description and/or résumés demonstrating the Contract Manager's five years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section 7.9.7.1).

3.1.6 Proposer must comply with the RFP format and other requirements set forth in Paragraph 7.0, Proposal Submission Requirements, of this RFP when submitting its Proposal. Proposer must submit all completed forms required in Appendix D, Required Forms.

3.1.7 Proposer has experience formatting and preparing special tax data for integration with a Geographic Information System such as Esri.

- 3.2 If Proposer's compliance with a LA County and/or RPOSD contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for 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 RPOSD.

4 RPOSD'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

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

4.2 Final Contract Award by the Board of Directors

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

4.3 RPOSD's Option to Reject Proposals and/or Cancel Solicitation

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

4.4 RPOSD's Right to Amend Request for Proposals

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

4.5 Background and Security Investigations

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

4.6 RPOSD's Quality Assurance Plan

4.6.1 After contract award, RPOSD or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix A (Statement of Work). Contractor's deficiencies which RPOSD determines are significant or continuing and that may jeopardize performance of the contract will be reported to the Board of Directors. The report will include improvement/corrective action measures taken by RPOSD and contractor. If improvement does not occur consistent with the corrective action measures, RPOSD may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

5 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of RPOSD and Los Angeles County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) RPOSD receives a letter from the recommended proposer's

authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) RPOSD releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Los Angeles County Board Policy No. 5.055 (Services Contract Solicitation Protest).

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

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

- 5.1.2 RPOSD and Los Angeles 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 proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.
- 5.1.3 In the event RPOSD is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify RPOSD from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with RPOSD Personnel

- 5.2.1 All contact regarding this RFP or any matter relating thereto must be e-mailed as follows:

Rigoberto Sanchez
rsanchez@rposd.lacounty.gov
626-588-5032

If it is discovered that proposer contacted and received information from any RPOSD personnel, other than the person specified above,

regarding this solicitation, RPOSD, in its sole determination, may disqualify their proposal from further consideration. Phone calls are also accepted but email is the preferred method of communication.

5.3 Mandatory Requirement to Register on County's WebVen

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

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

5.4 Protest Policy Review Process

- 5.4.1 It is RPOSD's policy that any prospective proposer may request a Solicitation Requirements Review as described below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of RPOSD to demonstrate that RPOSD committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review are limited to the following:

- 5.4.3.1 Review of Solicitation Requirements (reference Paragraph 7.4 Proposal Submission Requirements Section)
- 5.4.3.2 Review of Disqualified Proposal (reference Paragraph 8.3 Selection Process and Evaluation Criteria Section)
- 5.4.3.3 Review of Proposed Contractor Selection (reference Paragraph 8.7 Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

- 5.5.1 Contractor shall 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.

5.6 Confidentiality and Independent Contractor Status

- 5.6.1 As appropriate, contractor shall be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent Contractor Status), contained in Appendix C (Sample Contract).

5.7 Conflict of Interest

- 5.7.1 No RPOSD employee whose position in RPOSD enables him/her to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

5.8 Determination of Proposer Responsibility

- 5.8.1 A responsible proposer is a proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is RPOSD's policy to conduct business only with responsible proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the LA County Code, RPOSD may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to LA County contracts. Attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.

- 5.8.3 RPOSD may declare a proposer to be non-responsible for purposes of this contract if RPOSD , in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with LA County, RPOSD, or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with LA County, RPOSD, 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 LA County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, RPOSD shall notify the proposer in writing of the evidence relating to the proposer's responsibility. RPOSD shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to refute evidence which is the basis for the RPOSD's recommendation.
- 5.8.5 If the proposer presents evidence in rebuttal to RPOSD, RPOSD shall evaluate the merits of such evidence, and make a final determination concerning the responsibility of the proposer for this contract and, if appropriate, outline the necessary measures that the proposer would be required to take to be determined a responsible proposer in the future.
- 5.8.6 These terms shall also apply to proposed subcontractors of the proposer on RPOSD contracts.

5.9 Proposer Debarment

- 5.9.1 The proposer is hereby notified that RPOSD adheres to Chapter 2.202 of the Los Angeles County Code (County Code). Where applicable, the term County implies RPOSD and LA County. In accordance with Chapter 2.202 of the County Code, Los Angeles County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing contracts with County, if the Board of Directors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a contract with RPOSD, County or a nonprofit corporation created by the County; 2) committed an act or

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

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

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

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

5.9.8 These terms shall also apply to proposed subcontractors of proposers on LA County and RPOSD contracts.

5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the LA County website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to LA County's Child Support Compliance Program

5.10.1 Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (LA County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to Los Angeles County

A proposer shall immediately report any attempt by a RPOSD and/or LA County officer, employee or agent to solicit such improper consideration. The report shall be made either to the RPOSD manager charged with the supervision of the employee or to the LA County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

5.12.1 The Board of Supervisors of the County of Los Angeles, acting as the governing body of RPOSD, has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. This ordinance also applies to persons who may lobby RPOSD officials. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process,

it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), as part of their proposal.

5.13 Federal Earned Income Credit

The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

5.14 Consideration of GAIN-GROW Participants for Employment

As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring participants in the LA County Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed Exhibit 9 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix D (Required Forms), along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the LA County policy on recycled bond paper as specified in Paragraph 8.39 (Recycled Bond Paper) of Appendix C (Sample Contract).

5.16 Safely Surrendered Baby Law

- 5.16.1. The contractor shall notify and provide to its employees, and shall 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 Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

5.17 Jury Service Program

- 5.17.1 The prospective contract is subject to the requirements of the LA County Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G (Jury Service Ordinance) and Paragraph 8.8 (Compliance with the LA County Jury Service Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 5.17.2 The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by Los Angeles County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the RPOSD project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

5.17.3 There are two (2) ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with Los Angeles County or a subcontract with a LA County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more LA County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.4 If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, RPOSD will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. RPOSD's decision will be final.

5.18 Intentionally Omitted

5.19 Notification to RPOSD of Pending Acquisitions/Mergers by Proposing Company

5.19.1 The proposer shall notify RPOSD of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying RPOSD of pending acquisitions/mergers, then it should notify RPOSD of the actual acquisitions/mergers as soon as the

law allows and provide to RPOSD the legal framework that restricted it from notifying RPOSD prior to the actual acquisitions/mergers. This information shall be provided by the proposer in Exhibit 1, (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify RPOSD of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/ Affidavit and CBE Information) to RPOSD upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Intentionally Omitted

5.21 Defaulted Property Tax Reduction Program

- 5.21.1 The prospective contract is subject to the requirements of LA County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read Appendix O (Defaulted Tax Program Ordinance) and the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 20 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

5.22 Time Off for Voting

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

5.23 Proposer's Acknowledgement of LA County's Commitment to Zero Tolerance Policy on Human Trafficking

- 5.23.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a LA County contract. RPOSD adheres to this policy.

Contractors are required to complete Exhibit 21 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (Required Forms), certifying that they are in full compliance with LA County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

5.24 Intentionally Omitted

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

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

- 5.25.2 Upon contract award or at the request of the A-C and/or the RPOSD, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements
- 5.25.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.25.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the RPOSD, shall decide whether to approve exemption requests.

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

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952). RPOSD requires its Contractors to follow the guidelines set forth in the Policy.

Contractors are required to complete Exhibit 23 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

6 LA COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of LA County's Preference Programs

- 6.1.1 RPOSD adheres to LA County's Preference Programs. The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our

selection process and expanding opportunities for these businesses to compete for County opportunities.

- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other LA County preference program to exceed fifteen percent (15%) in response to any solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 RPOSD also adheres to LA County's Policy on Doing Business with Small Business which is available in in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 RPOSD will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for

Preference Program Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their proposal.

- 6.2.4 Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of RPOSD that Certified LSBEs receive prompt payment for services they provide to RPOSD. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.4 Social Enterprise (SE) Preference Program

- 6.4.1 RPOSD will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 6.4.1.
- 6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.4.4 Further information on SEs also available on the DCBA’s website at: <http://dcba.lacounty.gov>

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.5.1 RPOSD will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE; or
 - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.
- 6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>
- 6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

7 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Submission Information

- 7.1.1 Section 7 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to proposers in how to prepare and submit their proposal.

7.2 Truth and Accuracy of Representations

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

7.3 RFP Timetable

- 7.3.1 The timetable for this RFP is as follows:

- Release of RFP 11/20/2018
- Request for a Solicitation Requirements Review Due 12/04/2018
- Written Questions Due..... 12/04/2018
- Questions and Answers Released 12/06/2018
- Proposals due by 3:00pm Pacific Standard Time 12/18/2018

7.4. Solicitation Requirements Review

- 7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to RPOSD conducting the solicitation as described in Paragraph 7.4 (Solicitation Requirements Review). A request for a Solicitation Requirements Review may be denied, in the RPOSD's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in RPOSD not receiving the best possible responses from prospective proposers.

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

7.5 Proposers' Questions

- 7.5.1 Proposers may submit written questions regarding this RFP by email to the email listed below. All questions must be received by **3:00pm PST on December 6, 2018**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in RPOSD not receiving the best possible responses from proposer.

Questions should be addressed to:

Rigoberto Sanchez
rsanchez@rposd.lacounty.gov
cc: OSDAdministration@parks.lacounty.gov

7.6 Intentionally Omitted

7.7 Intentionally Omitted

7.8 Instructions for Proposal Submittal

Two (2) separate proposals must be submitted - a **Business Proposal** and a **Cost Proposal**. Both proposals shall be email to:

Rigoberto Sanchez
rsanchez@rposd.lacounty.gov
cc: OSDAdministration@parks.lacounty.gov

Proposals shall be in PDF format. Both proposals shall be in one email. The combined size of both attachments shall not exceed 20MB. Any proposals that deviate from this format may be rejected as non-responsive without review at RPOSD's sole discretion. Proposals not meeting the formats detailed in Section 7.9 – Business Proposal Format and Section 7.10 – Cost Proposal Format may be rejected as non-responsive without review at RPOSD's sole discretion. the Proposals are due by **3:00pm Pacific Standard Time on December 18, 2018. All proposals shall be firm offers.**

7.9 Business Proposal Format

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

7.9.1.1 Table of Contents

7.9.1.2 Proposer's Organization Questionnaire/Affidavit
(Appendix D – Exhibit 1)

7.9.1.3 Required Support Documents for Corporations and
Limited Liability Companies (Section 7.9.3)

7.8.1.3 Executive Summary (Section A)

7.8.1.4 Proposer's Qualifications (Section B)

7.8.1.5 Proposer's Approach to Provide Required Services
(Section C)

7.8.1.6 Proposer's Quality Control Plan (Section D)

7.8.1.7 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)

7.8.1.8 Business Proposal Required Forms (Section F)

7.9.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The proposer shall complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the proposer and to bind the applicant in a contract.

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

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

7.9.3 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The proposer must submit the following documentation with the proposal:

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

Limited Partnership:

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

7.9.4 Table of Contents

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

7.9.5 Intentionally Omitted

7.9.6 Executive Summary (Section A)

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

7.9.7 Proposer's Qualifications (Section B)

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

7.9.7.1 *Section B.1 - Proposer's Background and Experience*

Provide a summary of relevant background information to demonstrate that the proposer meets the minimum requirement(s) stated in Section 3 (Proposer's Minimum Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity. Any minimum requirements listed in Section 3 (Proposer's Minimum Qualifications) may also be listed in Paragraph 7.9.7 (Proposer's Qualification, Section B).

7.9.7.2 *Section B.2 - Proposer's References*

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title, phone number, and email for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms).

1. RPOSD may disqualify a proposer as non-responsive and/or non-responsible if:
 - a) references fail to substantiate proposer's description of the services provided; or
 - b) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or
 - c) RPOSD is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.
2. The proposer must complete and include the following Required Forms:
 - a) Exhibit 2 (Prospective Contractor References) in Appendix D (Required Forms). Proposer must provide three (3) references where the same or similar scope of services was provided.
 - b) Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms). The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
 - c) Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms). Listing must include contracts terminated within the past three (3) years with a reason for termination.

7.9.7.3 *Section B.3. - Proposer's Financial Capability*

Provide copies of the company's most current and prior two (2) fiscal years (for example 2017 and 2016) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these

statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

7.9.7.4 *Section B.4 - Proposer's Pending Litigation and Judgments*

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

7.9.8 **Proposer's Approach to Provide Required Services (Section C)**

Present a detailed description of the methodology the proposer will use to meet contract work requirements, including the Tasks and Deliverables identified in Appendix A – Statement of Work. Proposer must identify how the vendor has communicated with LA County Departments, or similar government entities, to acquire the data identified in the Tasks and Deliverables identified in Appendix A – Statement of Work.

7.9.9 **Proposer's Quality Control Plan (Section D)**

Present a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A (Statement of Work) and the Performance Requirements Summary Chart in Appendix B (Statement of Work Exhibits).

The following factors may be included in the plan:

7.9.9.1 Activities to be monitored to ensure compliance with all contract requirements;

7.9.9.2 Monitoring methods to be used;

7.9.9.3 Frequency of monitoring;

7.9.9.4 Samples of forms to be used in monitoring;

7.9.9.5 Title/level and qualifications of personnel performing monitoring functions; and

7.9.9.6 Documentation methods of all monitoring results, including any corrective action taken.

7.9.10 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Section 11 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

7.9.11 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)

7.9.11.1 It is the duty of every proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is RPOSD's expectation that in submitting a proposal the proposers will accept, as stated, RPOSD's terms and conditions in the Sample Contract and the RPOSD's requirements in the Statement of Work. However, the proposers are provided the opportunity to take exceptions to the RPOSD's terms, conditions, and requirements.

7.9.11.2 Section E of proposer's response must include:

1. A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C (Sample Contract).
2. A statement offering the proposer's acceptance of or exceptions to all requirements listed in Appendix A (Statement of Work); and

For each exception, the proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and

3. A description of the impact, if any, to the proposer's price.

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

RPOSD reserves the right to determine if proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

RPOSD reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.9.12 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- Exhibit 2 Prospective Contractor Reference
- Exhibit 3 Prospective Contractor List of Contractors
- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the Los Angeles County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference Program Consideration
- Exhibit 8 Proposer's EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibits 11–12 Cost Forms, included in the Cost Proposal
- Exhibit 19 Charitable Contributions Certification

- Exhibit 20 Certification of Compliance with Los Angeles County Defaulted Property Tax Reduction Program
- Exhibit 21 Bidder's Acknowledgement of Los Angeles County Commitment to Zero Tolerance Policy on Human Trafficking
- Exhibit 23 Compliance with Fair Chance Employment Hiring Practices Certification

7.10 Cost Proposal Format

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

- 7.10.1.1 Cover Page identifying, at a minimum, the RFP and the proposer's name.
- 7.10.1.2 Exhibit 11 (Pricing Sheet) in Appendix D (Required Forms)
- 7.10.1.3 Exhibit 12 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms)

7.11 Firm Offer-Withdrawal of Proposal

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

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

- 8.1.1 RPOSD reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal. The selection process will begin with receipt of the proposal on **December 18, 2018**.

Evaluation of the proposals will be made by an Evaluation Committee selected by RPOSD. The Committee will evaluate the proposals and

will use the evaluation approach described herein to select a prospective contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. RPOSD may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective contractor has been selected, RPOSD and the prospective contractor will negotiate a contract for submission to the Board of Directors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, RPOSD may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by RPOSD.

The recommendation to award a contract will not bind the Board of Directors to award a contract to the prospective contractor.

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

8.2 Adherence to Minimum Requirements (Pass-Fail)

8.2.1 RPOSD shall review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms) and determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Qualifications) of this RFP.

Failure of the proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. RPOSD may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.3 Disqualification Review

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

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

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

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

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

Proposer can also be disqualified for Paragraph 5.8 (Determination of Proposer Responsibility).

8.4 Business Proposal Evaluation and Criteria (80%)

8.4.1 Any reviews conducted during the evaluation of the proposal may result in a point reduction. For a breakdown of the Evaluation Criteria see Appendix P – Evaluation Tool for Proposers.

8.4.2 Proposer's Qualifications

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Paragraph 7.9.7.1 (Proposer's Background and Experience (Section B.1)) of the proposal.

Proposer will be evaluated on the verification of references provided in Paragraph 7.9.7.2 (Proposer's References (Section B.2)) of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the

total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions. A review will be conducted to evaluate the proposer's financial capability as provided in Paragraph 7.9.7.3 (Proposer's Financial Capability (Section B.3)) of the proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Paragraph 7.9.7.4 (Proposer's Pending Litigation and Judgment (Section B.4)) of the proposal.

8.4.3 Proposer's Approach to Providing Required Services

The proposer will be evaluated on its description of the methodology to be used to meet the RPOSD's requirements based on information provided in Paragraph 7.9.8 (Proposer's Approach to Provide Required Services (Section C)) of the proposal.

8.4.4 Quality Control Plan

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Paragraph 7.9.9 (Proposer's Quality Control Plan (Section D)) of the proposal.

8.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit A (Statement of Work), as stated in Paragraph 7.9.11 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)) of the proposal. RPOSD may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.5 Cost Proposal Evaluation Criteria (20%)

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

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

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

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

8.6 Intentionally Omitted

8.7 RPOSD's Proposed Contractor Selection Review

8.7.1 RPOSD Debriefing Process

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

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

During or following the Debriefing, RPOSD will instruct the requesting proposer of the manner and timeframe in which the

requesting proposer must notify RPOSD of its intent to request a Proposed Contractor Selection Review (see Paragraph 8.7.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph 8.7.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. RPOSD materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. RPOSD made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer

receiving an incorrect score and not being selected as the recommended contractor.

- c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for RPOSD's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, a RPOSD representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and timeframe for requesting a Los Angeles County Independent Review. (See Paragraph 8.8 (Los Angeles County Independent Review Process) below.

8.8 Los Angeles County Independent Review Process

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

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

- 1. The person or entity requesting a County Independent Review is a proposer;
- 2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items

that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review a copy of the report to the Department, which will provide a copy to the proposer.

APPENDIX A

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Introduction

RPOSD is seeking proposals from qualified firms that provide Special Tax Consulting Services to prepare the direct assessment Special Tax files to be uploaded to the Auditor-Controller's system and able to deliver tax related services for the implementation of Measure A, the Safe, Clean Neighborhood Parks and Beaches Measure of 2016. The Special Tax is levied on all improved parcels located within the boundaries of RPOSD, which is coterminous with the County of Los Angeles, including all incorporated cities. The Special Tax is calculated on all parcels based on the square footage of structural improvements, excluding the square footage of improvements used for parking.

All laws and procedures regarding exemptions, due dates, installment payments, corrections, cancellations, refunds, late payments, liens and collections for the secured roll ad valorem property taxes are applicable to the collection of the Special Tax. Additionally, properties owned by public agencies devoted to a public use or to protect public health or safety are not assessed, consistent with the statutes applying to possessory interests. The Special Tax is levied on possessory interests based on the amount of privately-held structural improvements. Parcels identified in the Office of the Assessor's database as receiving institutional exemptions including the welfare, religious/church, non-profit, hospital exemptions are also exempt from the Measure A Special Tax.

This Special Tax provides funds to benefit property and improve the quality of life throughout Los Angeles County by preserving and protecting parks, safe places to play, community recreation facilities, beaches, rivers, open spaces, water conservation, youth and veteran career development, and the urban tree canopy. Funds will be disbursed by RPOSD consistent with the 2016 Countywide Park Needs Assessment to ensure all communities within Los Angeles County can fund local priorities

Background

- 1.1 Currently, the Los Angeles County Auditor-Controller (A-C) is responsible for utilizing the Los Angeles County Assessor's database to provide RPOSD with a complete set of the Measure B Trauma Tax Annual Direct Assessment information and data files. A-C provides RPOSD the Measure B Tax Rate used when generating the files, a file providing all parcel numbers and their associated direct assessment, and a separate file identifying the exempt parcels of Measure B. This information is provided to RPOSD by A-C in early August of each year.
- 1.2 In the near future, A-C will discontinue its services to calculate the Measure B Trauma Tax Annual Direct Assessment. A-C will no longer provide the services to any of its current client taxing agencies. It is anticipated that RPOSD will be

responsible for calculating and preparing the files independent of A-C beginning with the 2020-2021 Secured Consolidated Property Tax Bill.

- 1.3** RPOSD is responsible for utilizing the A-C files to calculate and create the annual Measure A direct assessment files, excluding properties appearing on the exempt parcel file. The file is then uploaded into A-C's database via A-C's Direct Assessment Web tool (DAWeb).
- 1.4** RPOSD is responsible for the accuracy of the assessments that it uploads to DAWeb. RPOSD is also responsible for correcting the direct assessments, and for refunding taxpayers directly, when appropriate, if RPOSD has inadvertently levied its direct assessment on exempt parcels or calculated an incorrect assessment for a parcel.
- 1.5** RPOSD is responsible for responding to requests for review of its direct assessments, making corrections and issuing refunds to taxpayers as appropriate.

2.0 INTENTIONALLY OMITTED

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure RPOSD a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the RPOSD Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to RPOSD upon request.

4.0 QUALITY ASSURANCE PLAN

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

4.1 Quality Assurance Meetings

Contractor is required to attend, either in person or through Video Teleconferencing Capability, scheduled meetings as defined in the Project Plan (Section 10 – Tasks and Deliverables). Failure to attend meeting without proper notification to RPOSD Project Director will cause a charge/fine to be imposed on the Contractor. This charge can be waived, at the sole discretion of the Project Director, if RPOSD project staff receives notification from the Contractor in a timely manner.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

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

The RPOSD Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the RPOSD Contract Project Monitor within four (4) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the RPOSD Contract Project Monitor within eight (8) workdays.

4.3 RPOSD Observations

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

5.0 DEFINITIONS

For convenience, specific definitions used throughout this Statement of Work that are otherwise not defined can be found in the Contract, including at Paragraph 2.0 (Definitions) of the Contract.

Business Day: For the purposes of this contract, RPOSD considers a business day to be any day which normal RPOSD operations are conducted. RPOSD generally operates Monday through Thursday from 6:30am to 5:30pm Pacific Standard Time.

Contract Term: The timeframe identified in Section 4 – Term of Contract of the Contract.

Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the RPOSD to perform or execute the work covered by this contract

Contractor Project Manager: The person designated by the Contractor to administer the Contract operations under this Contract

Square Footage: The square footage of structural improvements per parcel, excluding the square footage of improvements used for parking.

RPOSD Project Director: Person coordinating with Contractor and ensuring Contractor's performance of the Contract. Additional roles and responsibilities identified in the sample Contract, Paragraph 6.0 (Administration of Contract – RPOSD)

RPOSD Project Manager: Person who meets with the Contractor's Project Manager daily and inspects any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor. Additional roles and responsibilities identified in the sample Contract, Paragraph 6.0 (Administration of Contract – RPOSD)

RPOSD Contract Project Monitor: Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of all tasks, deliverables, goods, services and other work provided by the Contractor.

Study Area: An area as defined by the Los Angeles Countywide Parks Needs Assessment of 2016. Please visit http://lacountyparkneeds.org/wp-content/uploads/2016/06/ParksNeedsAssessmentSummary_English.pdf for additional information on Study Areas.

6.0 RESPONSIBILITIES

The RPOSD's and the Contractor's responsibilities are as follows:

RPOSD

6.1 Personnel

RPOSD will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – RPOSD). Specific duties will include:

- 6.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3** Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.2 Project Manager

- 6.2.1** Contractor shall provide a full-time Contractor Project Manager. RPOSD must have access to the Contractor Project Manager during RPOSD business hours and during specified timeframe identified by RPOSD and the Contractor. Contractor shall provide a telephone number where the Contractor Project Manager may be reached during RPOSD business hours from Mondays through Thursday, 6:30 am to 5:30 pm, Pacific Standard Time. Contractor Project Manager shall respond in a timely manner as decided between Project Director and Contractor.
- 6.2.2** Contractor Project Manager shall act as a central point of contact with RPOSD. He shall oversee the completion of the Tasks and Deliverables set forth in this Statement of Work and resolve any issues identified during the Contract Term.
- 6.2.3** Contractor Project Manager shall have experience managing a project of this scope within the last five (5) years.

- 6.2.4** Contractor Project Manager or his alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager or his alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

- 6.3.1** Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2** Contractor's employees required to work in the RPOSD facility for more than 30 days shall be required to undergo and pass a background check as set forth in Sub-paragraph 7.5 (Background and Security Investigations) of the Contract. Additionally, it is up to the discretion of RPOSD to require a background when deemed necessary.
- 6.3.3** RPOSD does not anticipate the Contractor staff to work at its office.

6.4 Uniforms/Identification Badges

- 6.4.1** Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract. Business casual attire will be required when visiting a RPOSD and/or LA County facility.
- 6.4.2** Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

6.5 Materials and Equipment

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

6.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 6:30 a.m. to 5:30 p.m., Monday through Thursday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor's staff shall respond in a timely manner as decided between Project Director and Contractor.

7.0 HOURS/DAY OF WORK

RPOSD does not anticipate the Contractor working at its office. If Contractor is required by RPOSD to work at the RPOSD facility, Contractor is to perform work from 6:30 am to 5:30 pm, Pacific Standard Time, Monday through Thursday, primarily at the following location:

Los Angeles County Regional Park and Open Space District
1000 S. Fremont Ave, Unit #40
Alhambra, CA 91803

Contractor is to incur all travel, lodging, and meal expenses. RPOSD will provide a list of LA County-recognized holidays. However, to meet contractual obligations, Contractor is to work additional hours outside of normal working hours and at Contractor's expense to meet all pre-defined and agreed upon tasks and deliverables. If hours and days vary, due to the type of work to be performed, this information may be identified in an Exhibit to the SOW.

8.0 WORK SCHEDULES

- 8.1 RPOSD expects work to be done offsite at the location of the vendor. If Contractor is required to work at the location identified in Section 7.0 – Hours/Days of Work, Contractor shall submit for review and approval a work schedule following the submittal of the Project Plan. Work schedule shall be detailed enough to provide, at a minimum, the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 If Contractor is required to work at the location identified in Section 7.0 – Hours/Days of Work, Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the RPOSD Project Manager for review and approval within three (3) working days prior to scheduled time for work.
- 8.3 RPOSD anticipates for this work to be completed annually between the months of July, August, and September.

9.0 UNSCHEDULED WORK

- 9.1 The RPOSD Project Manager or his designee may authorize the Contractor to perform unscheduled work when the need for such work arises out of extraordinary incidents.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of all expected costs. If the unscheduled work exceeds the Contractor's estimate, the RPOSD Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 RPOSD reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 TASKS AND DELIVERABLES

Listed below are Tasks and Deliverables to be performed by Contractor. Each Deliverable will be reviewed and accepted by RPOSD in writing. The completion of the Tasks and

Deliverables below are directly related to the payment schedule negotiated between RPOSD and the Contractor. RPOSD will notify Contractor, in writing, of problems encountered, which, if not corrected within a satisfactory period, may result in cancellation of the project. The table below represents the tasks required to be completed throughout the first 4 years of the contract. It is expected that the tasks identified in Year 4 will continue each additional year until the end of the Contract Term. Task 6 is not listed in this table due to its conditional nature.

Year 1	Year 2	Year 3	Year 4
Task 1	Task 2	Task 2	Task 3
Task 4	Task 4	Task 3	Task 4
Task 5	Task 5	Task 4	Task 5
Status Reports	Status Reports	Task 5	Status Reports
		Status Reports	

10.1 Task 1: Project Management (Year 1)

RPOSD is to be regularly briefed on the project's status, progress and issues. For successful implementation, milestones and monitoring points will be identified. Progress will be tracked and reported against the Project Plan jointly developed by RPOSD and Contractor. Contractor's Project Manager will attend scheduled meetings, prepare agendas and minutes, prepare project status reports and be available to RPOSD's Project Manager during RPOSD business hours. Contractor shall conduct a kick off meeting within one (1) week of the Effective Date of the Agreement with major stakeholders and project staff.

Task 1 Deliverables:

A. Kick Off Meeting – Contractor shall conduct a kick off meeting with RPOSD where the staff from both RPOSD and Contractor meet to review the draft Project Plan and confirm that both parties understand the roles and responsibilities required for successful completion of the Contract Terms.

B. Project Plan – Contractor shall provide a Project Plan consisting of the project schedule and detailed information on how and by whom each Task and Deliverable will be completed. A draft copy of the Project Plan shall be due and presented at the kick off meeting. A finalized Project Plan will be due 2 weeks after the Kick Off Meeting.

C. Escalation Notification Plan– Contractor shall provide an escalation notification plan that identifies Contractor's management staff and chain of command to address extended and unresolved deficiencies. This Plan shall have the names, titles, office number, cellphone, and email of Contractor staff responsible for response at the various levels of escalation. This Plan is due 1 week after the Kick Off Meeting.

D. Status Reports (Year 1, 2, 3, and 4) - Contractor shall provide project status reports including project status, progress, and issues. These reports shall track progress against the tasks in this Statement of Work and elsewhere identified within the Contract. The status reports should include, at a minimum, the following:

- Tasks scheduled for reporting period
- Tasks completed during reporting period
- Tasks not completed during reporting period including explanation for uncompleted task
- Unscheduled tasks completed
- Tasks scheduled for the following reporting period
- Issues

10.2 Task 2: Test and Final Data File Using Measure B Data (Year 1 and 2)

Contractor shall access the 2018-19 direct assessment and exemption files that were prepared by the Los Angeles County Auditor-Controller (A-C) Systems Division for Measure B. Contractor shall use the files provided to prepare test files according to Measure A specifications. (See Section 1.0 – Scope of Work, Background). Contractor shall ensure that the Measure A file is accurate and that all laws and procedures associated with this Special Tax are followed. The file shall be provided to RPOSD in a text format and in the layout identified in the Kick-Off Meeting.

A test data file is required by the date specified in the Kick-Off Meeting and in the Project Plan to allow RPOSD to submit it to DAWeb for review. RPOSD will provide feedback and request changes, if needed, after the test data file report has been received from DAWeb.

It is the responsibility of the Contractor to make all changes from the report to the test data file. The final data file is required prior to the submission timeframe identified annually by Auditor Controller. The data files shall include APN, Amount of Special Tax per parcel, and RPOSD Measure Account Number. Any late submission penalties incurred by RPOSD, due to inaccurate final data file submittal, shall be the sole responsibility of the Contractor. Refer to the Performance Requirements Summary (PRS) for error fee schedule.

Task 2 Deliverables:

Contractor shall deliver the following to fulfill the requirements of Task 2:

A. Test Data File - Contractor shall transmit a test data file to RPOSD prior to the submission timeframe identified annually by Auditor Controller. This data file shall include the following information: APN, Amount of Special Tax per parcel, and RPOSD Measure Account Number.

B. Final Data File - Contractor shall transmit a final data file to RPOSD prior to the submission timeframe identified annually by Auditor Controller. This data file shall include the following information: APN, Amount of Special Tax per parcel, and RPOSD Measure Account Number.

10.3 Task 3: Test and Final Data File Independent of Auditor-Controller Systems Division (Year 2, 3, and 4)

Contractor shall research, develop, and test a process to prepare the annual Measure A direct assessment file independent of the Measure B files currently being prepared by Auditor-Controller Systems Division. The Contractor is expected to communicate with the appropriate LA County departments such as the Office of the Assessor and acquire all information and data needed to create a Measure A direct assessment file. Contractor shall ensure that the file is accurate and that all laws and procedures associated with this Special Tax are followed. The file shall be provided to RPOSD in a text format and in the layout identified in the Kick-Off Meeting.

A test data file is required one week or earlier than the deadline specified by A-C in the annual Direct Assessment Manual to allow RPOSD to submit it to DAWeb for data review. RPOSD will provide feedback and request changes, if needed, after the test data file report has been received from DAWeb.

The final data file is required prior to the submission timeframe identified annually by Auditor Controller. The data files shall include Assessor's Identification Number, Amount of Special Tax per parcel, and RPOSD Measure Account Number. Any late submission penalties incurred by RPOSD, due to inaccurate final data file submittal, shall be the sole responsibility of the Contractor. Refer to the Performance Requirements Summary for error fee schedule.

Task 3 Deliverables

Test Parcel Data File – Contractor shall transmit a test file to RPOSD prior to the submission timeframe identified annually by Auditor Controller. This data file shall include the following information: APN, Amount of Special Tax per parcel, and RPOSD Measure Account Number.

Final Parcel Data File – Contractor shall transmit a final data file to RPOSD prior to the submission timeframe identified annually by Auditor Controller. This data file shall include the following information: APN, Amount of Special Tax per parcel, and RPOSD Measure Account Number.

10.4 Task 4: Data File for Geospatial Analysis (Year 1, 2, 3, and 4)

Contractor shall use its internal resources to prepare an annual Measure A parcel tax data file that can be easily integrated into a Geospatial Information System (GIS) such as Esri. The data file should consist of the following:

1. APN
2. Amount of square footage per parcel

Additional data fields may be required in future years to meet the needs of Measure A parks needs assessment.

Task 4 Deliverable:

A. Data File for Geospatial Analysis – Contractor shall provide the file with the with the fields identified within Task 4.

10.5 Task 5: Reporting Services

Contractor shall do the following:

1. Research the A-C's Direct Assessment Exception Report which lists rejected transactions and submit necessary corrections in the appropriate format in accordance with the deadline(s) listed in the A-C Manual.
2. Monitor transactions for new parcel activity between the Assessor and the A-C during the months of July, August, and September of each year. Any changes requiring re-apportionment should be transmitted to RPOSD prior to tax bill printing and mailing.
3. Monitor parcel changes on an on-going basis for potential impact to the Special Tax.

Task 5 Deliverable:

A. Notification. Contractor notifies RPOSD of changes through a notification. The Notification is an official memorandum from the Contractor describing the changes and the recommended actions for RPOSD.

10.6 Task 6: Consulting Services

When RPOSD requires consulting, services related to tax questions associated to Measure A and are outside this Statement of Work, Contractor shall provide said consulting services. Other LA County Departments and agencies also enact direct assessments on parcels throughout Los Angeles County. In the situation that RPOSD is informed by other departments or agencies of needing similar services as stated within this Statement of Work, and Contract, Contractor shall provide consultations services to the interested department or agency.

Task 6. Deliverable:

A. Report – Contractor shall provide RPOSD a report summarizing the conversation between Contractor and RPOSD/interested department or agency. The report shall include similarities and differences between this Statement of Work and Contract and the estimated amount for services requested.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify RPOSD’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

A Performance Requirements Summary (PRS) chart, shown below, lists required services that will be monitored by RPOSD during the term of this Contract.

REQUIRED SERVICE/REFERENCE	STANDARD OF PERFORMANCE	TYPICAL MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Task 1 – Project Management	Receipt of deliverables of identified in Task 1 of SOW.	Inspection of deliverable	\$200 per deliverables
SOW: Task 2 - Test and Final Data File Using Measure B Data	Receipt of deliverables of identified in Task 2 of SOW.	Inspection of deliverable, and A-C report of file submission	\$1,000 for late submissions plus any A-C imposed penalties for late submissions and full reimbursement for correction of errors; cause for termination if failure to submit file on time
SOW: Task 3 - Test and Final Data File Using Internal Resources	Receipt of deliverables of identified in Task 3 of SOW.	Inspection of deliverable, and A-C report of file submission	\$1,000 for late submissions plus any A-C imposed penalties for late submissions and full reimbursement for correction of errors; cause for termination if failure to submit file on time
SOW: Task 4 - Data File for Geospatial Analysis	Receipt of deliverables of identified in Task 4 of SOW.	Inspection of deliverable	\$500 per deliverable
SOW: Task 5 - Reporting Services	Receipt of deliverables of identified in Task 5 of SOW.	Inspection of deliverable	\$150 per notification if not received in a timely manner
SOW: Task 6 - Consulting Services	Receipt of deliverable	Inspection of deliverable	\$50 per report not received in a timely manner

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

APPENDIX B

STATEMENT OF WORK

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CONTRACT DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative_____
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative_____
Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**APPENDIX C
SAMPLE RFP CONTRACT**

**Los Angeles County
Regional Park and Open Space District**



CONTRACT BY AND BETWEEN

**Los Angeles County
Regional Park and Open Space District**

AND

(CONTRACTOR)

FOR

SPECIAL TAX CONSULTING SERVICES

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**CONTRACT BETWEEN
LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT
AND
(CONTRACTOR)
FOR
SPECIAL TAX CONSULTING SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ by and between the Los Angeles County Regional Park and Open Space District, hereinafter referred to as RPOSD, and _____, hereinafter referred to as "Contractor". Contractor is located at _____.

RECITALS

WHEREAS, Contractor provides a _____;

WHEREAS, _____, is required to meet Measure A's statutory requirements and implementation timeline;

WHEREAS, RPOSD desires to enter into agreement with Contractor, among other things, to _____;

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1.1 Exhibit A Statement of Work
- 1.1.2 Exhibit A-1 Statement of Work Exhibits
- 1.1.3 Exhibit B Pricing Schedule
- 1.1.4 Exhibit C Functional and Technical Requirement
- 1.1.5 Exhibit D Contractor's EEO Certification
- 1.1.6 Exhibit E RPOSD's Administration
- 1.1.7 Exhibit F Contractor's Administration
- 1.1.8 Exhibit G Forms Required at the Time of Contract Execution
- 1.1.9 Exhibit H Jury Service Ordinance
- 1.1.10 Exhibit I Safely Surrendered Baby Law
- 1.1.11 Exhibit O Charitable Contributions Certification

- 1.2 **Interpretation.** In construing terms of this Contract, the following rules shall apply:

- 1.2.1 Unless otherwise expressly noted, references in this base Contract to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Contract.
- 1.2.2 Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the

singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

- 1.2.3 Reference in this Contract to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.
- 1.2.4 Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Contract, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

2 DEFINITIONS

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

- 2.1 **Contract:** This agreement is executed between RPOSD and Contractor. Included in this agreement are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with RPOSD to perform or execute the work covered by this contract.
- 2.3. **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or

materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

- 2.6 **Board of Directors (Board):** The Board of Supervisors of the County of Los Angeles acting as the governing body of RPOSD.
- 2.7 **RPOSD Project Manager:** Person who meets with the Contractor's Project Manager regularly and inspects any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 2.8 **RPOSD Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.9 **RPOSD Project Director:** Person coordinating with Contractor and ensuring Contractor's performance of the Contract. Additional roles and responsibilities identified in the Contract, Paragraph 6.0 (Administration of Contract – RPOSD).
- 2.10 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **RPOSD:** The Los Angeles County Regional Park and Open Space District.
- 2.13 **Business Day:** For the purposes of this contract, RPOSD considers a business day Monday through Thursday from 6:30 a.m. to 5:30 p.m. Pacific Time.
- 2.14 **County:** The County of Los Angeles

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be

deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against RPOSD.

4 TERM OF CONTRACT

4.1 The term of this Contract shall commence after execution by the Director of the Department of Parks and Recreation, acting as the Director of the Los Angeles County Regional Park and Open Space District, or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The Contract Term is ____ years and ____ months.

Los Angeles County ("County") maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether RPOSD will exercise a contract term termination option.

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

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 Amount in dollars

5.2 Written Approval for Payment and/or Reimbursements

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

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has exhausted seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to RPOSD at the address herein provided in Exhibit E, RPOSD Administration.

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

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice RPOSD only for providing the tasks, deliverables, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by RPOSD under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, services, and other work approved in writing by RPOSD. If RPOSD does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced within the budgeted amount in accordance with Exhibit B (Pricing Schedule). Any deviation from this method shall be approved by RPOSD Project Director prior to submittal for payment.

5.5.3 The negotiated hourly rate for the work done as specified in the Statement of Work and other documents associated to this Contract is _____ per hour.

- 5.5.4 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, services, work hours, staff member conducting the work, and facility and/or other work for which payment is claimed.
- 5.5.5 The Contractor shall submit invoices to RPOSD at the completion of each task and/or business requirements. Invoices shall be submitted by the 1st calendar day of the month following the month of service or at the agreed upon date between Project Director and Contractor.
- 5.5.6 All invoices and supporting documentation shall be submitted to:

Sara Keating – Administrative Services Manager I
Email Address: skeating@rposd.lacounty.gov

5.5.6 RPOSD Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments and agencies. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

- 5.6.1 RPOSD, 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the County of Los Angeles Department of Auditor-Controller (A-C).

- 5.6.2 The Contractor shall 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.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 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), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - RPOSD

6.1 RPOSD Administration

- 6.1.1 A listing of all RPOSD Administration referenced in the following subparagraphs are designated in Exhibit E - RPOSD Administration. RPOSD will notify the Contractor in writing of any change in the names or addresses shown.

6.2 RPOSD Project Director

- 6.2.1 The role of the RPOSD Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to RPOSD and County policy, information requirements, and procedural requirements. However, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 RPOSD Project Manager

6.3.1 The role of the RPOSD Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor. However, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 RPOSD Contract Project Monitor

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

6.4.2 The RPOSD Project Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate RPOSD in any respect whatsoever.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify RPOSD in writing of any change in the name or address of the Contractor's Project Manager.

- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with RPOSD's Project Manager and RPOSD's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

7.4.1 Contractor shall provide, at Contractor's expense, staff providing services under this Contract with a photo identification badge with company logo and information. Contractor is responsible for providing RPOSD a copy of authenticity for the company badge and provide a listing of visitors three (3) days prior to visit.

7.4.2 Contractor shall notify RPOSD within one (1) business day when staff is terminated from working under this Contract.

7.5 Background and Security Investigations

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

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

Contractor's staff any information obtained through the RPOSD's background investigation.

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

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

7.6 Confidentiality

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

7.6.2 Contractor shall indemnify, defend, and hold harmless RPOSD and 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 RPOSD in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by RPOSD. Notwithstanding the preceding sentence, RPOSD shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Contractor for all such costs and expenses incurred by RPOSD in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of RPOSD without RPOSD's prior written approval.

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 Amendments

A. For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Project Director.

B. The Board of Directors of Los Angeles County Regional Park and Open Space District (RPOSD) may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. RPOSD reserves the right to add and/or change such provisions as required by the Board of Directors. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Project Director.

C. RPOSD or the Board of Directors may at their sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and RPOSD.

8.1.2 Change Notices

For any change which does not materially affect the scope of work, period of performance, payments, Contract Sum, or any other term or condition included under this Contract, including Exhibit A (Statement of Work), a Change Notice shall be prepared and executed unilaterally by the Project Director, and the Contractor.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify RPOSD of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying RPOSD of pending acquisitions/mergers, then it should notify RPOSD of the actual acquisitions/mergers as soon as the law allows and provide to RPOSD the legal framework that restricted it from notifying RPOSD prior to the actual acquisitions/mergers.
- 8.2. 2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of RPOSD, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, RPOSD consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by RPOSD to any approved delegate or assignee on any claim under this Contract shall be deductible, at RPOSD's sole discretion, against the claims, which the Contractor may have against RPOSD.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of RPOSD in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without RPOSD's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, RPOSD shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor shall provide RPOSD with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 RPOSD will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

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

- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to RPOSD for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify RPOSD's Project Manager of the status of the investigation within two (2) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to RPOSD's Project Manager within two (2) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless RPOSD, LA 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 RPOSD in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by RPOSD. Notwithstanding the preceding sentence, RPOSD shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and

expenses incurred by RPOSD in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of RPOSD without RPOSD's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the Los Angeles County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of Los Angeles County 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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to RPOSD's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with RPOSD, County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more RPOSD and County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify RPOSD if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. RPOSD may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to RPOSD's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, RPOSD may, in its sole discretion, terminate the Contract and/or bar the

Contractor from the award of future RPOSD and County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the RPOSD's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring Los Angeles County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public

Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the Los Angeles County Code

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

8.12.3 Non-responsible Contractor

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

by Los Angeles County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with RPOSD, the County, any other public entity, or a nonprofit corporation created by Los Angeles 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 RPOSD, Los Angeles County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, RPOSD or the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and RPOSD shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors of Los Angeles County.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least

five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of RPOSD or the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of RPOSD and County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 RPOSD Quality Assurance Plan

RPOSD will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include

assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which RPOSD determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Directors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by RPOSD and the Contractor. If improvement does not occur consistent with the corrective action measures, RPOSD may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to RPOSD and/or Los Angeles County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

8.17.2 The Contractor shall indemnify, defend, and hold harmless, RPOSD, the County, its agents, officers, and employees from employer sanctions and any other liability which may

be assessed against the Contractor, RPOSD, the County or any combination of these entities, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall 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 shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between RPOSD and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RPOSD or Los Angeles County, and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. RPOSD shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of RPOSD. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result

of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the Los Angeles County Regional Park and Open Space District (RPOSD), County of Los Angeles (County), and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, death (hereinafter collectively referred to as **Liabilities**), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of RPOSD, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above-mentioned indemnification requirements in favor of RPOSD and County, as applicable to each of them

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

8.23.2 Intellectual Property Indemnification. Contractor shall indemnify, hold harmless, and defend RPOSD, County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property

Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the **Indemnified Items**) (collectively referred to for purposes of this Subparagraph as **Infringement Claim(s)**) provided that the Indemnified Item has not been altered, revised, or modified by RPOSD in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by RPOSD and based on specifications provided by RPOSD when Contractor has advised RPOSD of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) RPOSD's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to RPOSD and provides RPOSD with written notice that implementing the updated or enhancement would avoid the infringement. Any legal defense pursuant to Contractors' indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, RPOSD shall have the right to participate in any such defense at its sole cost and expense.

8.23.3 Patent, Copyright and Trade Secret Indemnification.

The Contractor shall indemnify, hold harmless and defend RPOSD and County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's System and/or Services under this Contract. RPOSD shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.23.4 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that RPOSD's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor,

at its sole expense, and providing that RPOSD's continued use of the system is not materially impeded, shall either: (a) Procure for RPOSD all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims.

- 8.23.5** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to RPOSD

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to RPOSD, and a copy of an Additional Insured endorsement confirming RPOSD and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to RPOSD at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to RPOSD not less than ten (10) days prior to Contractor's policy expiration dates. RPOSD reserves the right to obtain complete, certified

copies of any required Contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000) and list any RPOSD required endorsement forms.

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

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

Rigoberto Sanchez
Email: rsanchez@rposd.lacounty.gov

And
Sara Keating
Email: skeating@rpsod.lacounty.gov

8.24.2.6 Contractor also shall promptly report to RPOSD any injury or property damage accident or incident, including any injury to a Contractor employee occurring on RPOSD property, and any loss, disappearance, destruction, misuse, or theft of RPOSD property, monies or securities entrusted to Contractor. Contractor also shall promptly notify RPOSD of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to

this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or RPOSD.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which RPOSD immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

RPOSD, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, RPOSD may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 RPOSD Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

- 8.25.1** At a minimum, all RPOSD service contracts should include the Commercial General Liability, Automobile Liability and Workers Compensation and Employer's Liability insurance requirements with limits of not less than those noted below.

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

8.25.3 Workers Compensation and Employers' Liability

Insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

8.25.4 Intentionally Omitted

8.25.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7)

training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million

8.25.6 Intentionally Omitted

8.26 Liquidated Damages

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

8.26.2 If the RPOSD Project Director determines that there are deficiencies in the performance of this Contract and the RPOSD Project Director deems the deficiencies correctable by the Contractor over a certain time span, the RPOSD Project Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the RPOSD Project Director, or his/her designee, may: (a) Deduct from the 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 the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is five hundred dollars (\$500) per day per infraction and that the Contractor shall be liable to RPOSD for liquidated damages in said amount. Said amount shall be deducted from RPOSD's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor

for failure to correct the deficiencies, RPOSD may correct any and all deficiencies and the total costs incurred by RPOSD for completion of the work by an alternate source, whether it be RPOSD forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from RPOSD, as determined by RPOSD.

- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the RPOSD cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit RPOSD's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary (Appendix A – Statement of Work-Section 12.0 or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the RPOSD's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow RPOSD representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the RPOSD.
- 8.28.7 If RPOSD finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which RPOSD may terminate or suspend this Contract. While RPOSD reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing RPOSD or the Federal Equal Employment Opportunity RPOSD that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by RPOSD that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the RPOSD shall, at its sole option, be entitled to the sum of five

hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Dispute Resolution Procedure

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

8.31.1 Contractor and RPOSD agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Sub-Paragraph 8.34 (such provisions shall be collectively referred to as the **Dispute Resolution Procedure**). Time is of the essence in the resolution of disputes.

8.31.2 Contractor and RPOSD agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which RPOSD determines should be delayed as a result of such dispute.

8.31.3 If Contractor fails to continue without delay its performance hereunder which RPOSD, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or RPOSD as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against RPOSD for such costs. Contractor shall promptly reimburse RPOSD for such RPOSD costs, as determined by RPOSD, or RPOSD may deduct all such additional costs from any amounts due to Contractor from RPOSD.

8.31.4 If RPOSD fails to continue without delay to perform its responsibilities under this Contract which RPOSD determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or RPOSD as a result of RPOSD's failure to continue to so perform shall be borne by RPOSD, and RPOSD shall make no claim whatsoever against Contractor for such costs. RPOSD shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by RPOSD.

8.31.5 In the event of any dispute between the parties with respect to this Contract, Contractor and RPOSD shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

8.31.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) business days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

8.31.7 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) business days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the RPOSD Director, or their designee. These persons shall have ten (10) business days to attempt to resolve the dispute.

8.31.8 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

8.31.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Sub-Paragraph 8.34, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

8.31.10 Notwithstanding any other provision of this Contract, RPOSD's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Sub-Paragraph 7.6, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of RPOSD's rights and shall not be deemed to impair any claims that RPOSD may have against Contractor or RPOSD's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.31.11 Contractor shall bring to the attention of the RPOSD's Project Manager and/or RPOSD's Project Director any dispute between the RPOSD and the Contractor regarding the performance of services as stated in this Contract.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees and shall 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 I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with RPOSD's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to Sole Source negotiations, become the exclusive property of RPOSD. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The RPOSD shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the RPOSD is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify

the RPOSD from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the RPOSD without the prior written consent of the RPOSD Project Director. The RPOSD shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the RPOSD, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor

and shall be made available to the RPOSD during the term of this Contract and for a period of five (5) years thereafter unless the RPOSD's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the RPOSD's option, the Contractor shall pay the RPOSD for travel, per diem, and other costs incurred by the RPOSD to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the RPOSD shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the RPOSD may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the RPOSD**. Any attempt by the Contractor to subcontract without the prior consent of the RPOSD may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the RPOSD's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the RPOSD.
- 8.40.3 The Contractor shall indemnify, defend, and hold the RPOSD harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the RPOSD's approval of the Contractor's proposed subcontract.
- 8.40.5 The RPOSD's consent to subcontract shall not waive the RPOSD's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this RPOSD right.
- 8.40.6 The RPOSD's Project Director is authorized to act for and on behalf of the RPOSD with respect to approval of any subcontract and subcontractor employees. After approval of

the subcontract by the RPOSD, Contractor shall forward a fully executed subcontract to the RPOSD for their files.

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

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

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the RPOSD under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the RPOSD may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to Los Angeles County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 Stop work under this Contract on the date and to

the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the RPOSD terminates this Contract in whole or in part as provided in Paragraph 8.43.1, RPOSD may procure, upon such terms and in such manner as RPOSD may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to RPOSD for any and all excess costs incurred by the RPOSD, as determined by the RPOSD, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may

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

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

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

8.44 Termination for Improper Consideration

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

against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a RPOSD officer or employee to solicit such improper consideration. The report shall be made either to the RPOSD District Administrator charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of Los Angeles County Lobbyist Ordinance

8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code

Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the RPOSD may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off for Voting

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place

of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the RPOSD shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. RPOSD 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Use of the RPOSD Seal

RPOSD claims right, title, and interest in and to certain intellectual property, including but not limited to, the current and former RPOSD seals (RPOSD Seals). Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the RPOSD Seals, in any format or by any means whatsoever without the prior written consent of the RPOSD Project Director. The RPOSD shall not unreasonably withhold written consent. At no time shall the Contractor in any manner (i) modify the RPOSD Seals, or (ii) create derivative works of the RPOSD Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the RPOSD Seals, whether in whole or in part, without the prior written consent of the RPOSD, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.56 Acceptance

8.56.1 The data files shall be subject to acceptance, and acceptance testing by RPOSD, in its sole discretion, to verify that they satisfy the RPOSD's acceptance criteria as more fully described in Exhibit A – Statement of Work.

8.56.2 Use of data files shall not be deemed acceptance or Final Acceptance of the data files.

8.56.3 If the RPOSD's Project Director makes a good faith determination at any time that the data files have not successfully completed the Acceptance Testing or has not achieved Final Acceptance, the RPOSD's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the data files failed to pass the applicable Acceptance Testing. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the data files to be ready for retesting. Contractor shall notify RPOSD's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Acceptance Testing shall begin again. If, after the applicable Acceptance Testing has been completed for a second time, the RPOSD Project Director makes a good faith determination that the data files again fail to pass the applicable Acceptance Testing, the RPOSD Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the data files failed to pass the applicable Acceptance Testing for the second time. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the data files as will permit the data files to be ready for retesting.

8.56.4 Such procedure shall continue until such time as RPOSD notifies Contractor in writing either: (i) of the successful completion of such Acceptance Testing or (ii) that RPOSD has concluded, subject to the Dispute Resolution Procedure (sub-paragraph 8.31), that satisfactory progress toward such successful completion of such Acceptance Testing is not being made, in which latter event, RPOSD shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Sub-paragraph 8.43 (Termination for Default) on the basis of such non-curable default.

8.56.5 Such a termination by RPOSD may be, subject to the Dispute Resolution Procedure, as determined by RPOSD in its sole judgment: (i) a termination with respect to one or more of the components of the data files; (ii) a termination of

any part of Exhibit A, Statement of Work, relating to the data files that is (are) not performing or conforming as required herein; or (iii) if RPOSD believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to RPOSD of the data files as a whole, the entire Contract. In the event of a termination under this Sub-paragraph 8.59.5 RPOSD shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by RPOSD under this Contract for the component(s), data files, Deliverables(s), and/or milestone(s), as to which the termination applies, or, if the entire Contract is terminated, all amounts paid by RPOSD to Contractor under this Contract. If the termination applies only to one or more data files, at RPOSD's sole option, any reimbursement due to it may be credited against other sums due and payable by RPOSD to Contractor. The foregoing is without prejudice to any other rights that may accrue to RPOSD or Contractor under the terms of this Contract or by law.

8.57 Continuous Support

If Contractor assigns this Contract, is acquired, or is otherwise controlled by another individual or entity (collectively referred to as a **Successor Event**), such individual or entity shall provide Support Services in accordance with this Contract for the remaining time of the original contract term following the Successor Event, unless otherwise agreed to in writing by RPOSD..

8.58 Time is of the Essence

Time is of the essence regarding Contractor's performance of the Services.

8.59 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

8.60 Severability

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

8.61 Contract Drafted by all Parties

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract shall be construed to have been drafted by all parties such that any ambiguities in this Contract shall not be construed against either party.

8.62 No Third-Party Beneficiaries

Notwithstanding any other provision of this Contract, the Contractor and RPOSD do not in any way intend that any person or entity shall acquire any rights as a third-party beneficiary of this Contract, except that this provision shall not be construed to diminish the Contractor's indemnification obligations hereunder.

8.63 Survival

In addition to any provisions of this Contract which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract which by their nature should survive, the following Paragraphs and Subparagraphs shall survive any termination or expiration of this Contract:

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Contract)
Paragraph 7.6 (Confidentiality)
Paragraph 8.6 (Compliance with Applicable Law)
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
Paragraph 8.23 (Indemnification)
Paragraph 8.24 (General Provisions for All Insurance Coverage)
Paragraph 8.31 (Dispute Resolution Procedure)
Paragraph 8.38 (Record Retention and Inspection-Audit Settlement)
Paragraph 8.62 (No Third Party Beneficiaries)
Paragraph 8.63 (Survival)

8.64 Compliance with Fair Chance Employment Practices

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

8.65 Compliance with the Los Angeles County Policy of Equity

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

9 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

9.1.1 The Contractor shall indemnify, hold harmless and defend RPOSD and the County of Los Angeles from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. RPOSD shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.

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

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

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

9.2 Local Small Business Enterprise (LSBE) Preference Program (if applicable)

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its

request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to RPOSD any difference between the contract amount and what RPOSD's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. 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 shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 Social Enterprise (SE) Preference Program (If Applicable)

- 9.3.1 This Contract is subject to the provisions of the County of Los Angeles's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If Contractor has obtained County of Los Angeles certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the

information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the RPOSD any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. 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 shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program (If Applicable)

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a 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 contract to which it would not otherwise have been entitled, Contractor shall:

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

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

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

CONTRACTOR:(Contractor's Name)

By _____
Name

Title

Date

LOS ANGELES COUNTY REGIONAL PARK AND
OPEN SPACE DISTRICT

By _____
John Wicker, Director/
Jane I. Beesly, District Administrator

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy County Counsel

**CONTRACT FOR
SPECIAL TAX CONSULTING SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C CONTRACTOR'S PROPOSED SCHEDULE (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E RPOSD ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- O CHARITABLE CONTRIBUTIONS CERTIFICATION

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

PRICING SCHEDULE

NOT ATTACHED TO SAMPLE

CONTRACTOR'S PROPOSED SCHEDULE

NOT ATTACHED TO SAMPLE

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

RPOSD ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contractor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

IT CONTRACTS

~~G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT~~

OR

~~G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT~~

~~G3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT~~

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles County Regional Park and Open Space District (RPOSD) to provide certain services to RPOSD. RPOSD requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles or Los Angeles County Regional Park and Open Space District for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles or Los Angeles County Regional Park and Open Space District or by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles or Los Angeles County Regional Park and Open Space District, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County of Los Angeles or Los Angeles County Regional Park and Open Space District. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles or Los Angeles County Regional Park and Open Space District. The County and RPOSD have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County and/or RPOSD work, the County and/or RPOSD must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles or Los Angeles County Regional Park and Open Space District. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to RPOSD's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

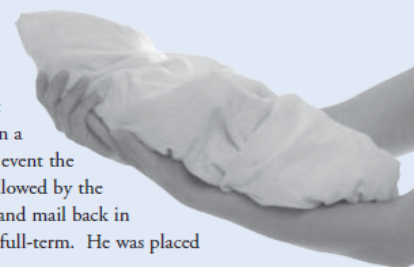
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

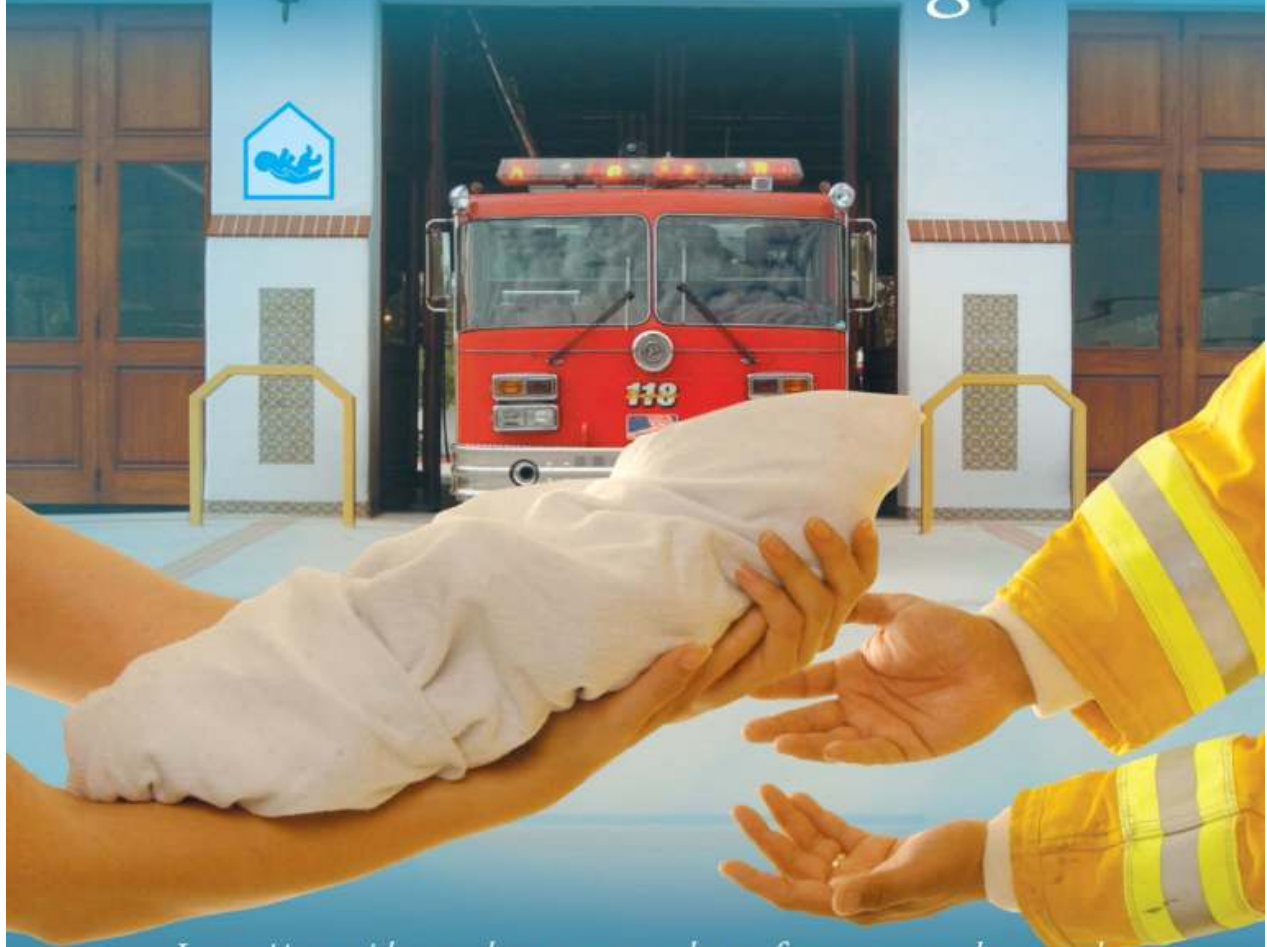
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

EXHIBITS

BUSINESS FORMS

- 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- 2 Prospective Contractor References
- 3 Prospective Contractor List of Contracts
- 4 Prospective Contractor List of Terminated Contracts
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
- 7 Request for Preference Program Consideration
- 8 Proposer's EEO Certification
- 9 Attestation of Willingness to Consider GAIN/GROW Participants
- 10 Contractor Employee Jury Service Program Certification Form and Application for Exception

COST FORMS

- 11 Pricing Sheet
- 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- 13 Intentionally Omitted
- 14 Intentionally Omitted

CERTIFICATIONS

- 19 Charitable Contributions Certification
- 20 Certification of Compliance with Los Angeles County's Defaulted Property Tax Reduction Program
- 21 Zero Tolerance Policy on Human Trafficking Certification
- 22 Intentionally Omitted
- 23 Compliance with Fair Chance Employment Hiring Practices Certification

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)?

☐ Yes ☐ No

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's?

☐ Yes ☐ No

If yes, complete:

Name

County of Registration

Year became DBA

4. Is your firm wholly/majority owned by, or a subsidiary of another firm?

☐ Yes ☐ No

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years?

☐ Yes ☐ No

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ Yes ☐ No If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☐ Yes ☐ No Proposer must have been in business continuously during the previous five years and have within the most recent three-year period, continuous and verifiable experience providing special tax and assessment consultant services to Los Angeles County or to other California public entities in substantially similar scope and degree to the Tasks and Deliverables identified in Appendix A (Statement of Work). In the event the firm itself does not have the requisite three years, but one or more of the principals involved in managing the daily operation of the firm individually meet the requisite three years, then their experience performing services equivalent or

similar to the Tasks and Deliverables identified in Appendix A, may be considered in meeting this requirement in the RPOSD's sole discretion. The Proposer must provide a written detailed description and/or résumé demonstrating its principals' three years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section 7.9.7.1)

- ☐ **Yes** ☐ **No** Proposer must have verifiable experience within the State of California, submitting direct assessment information to a county auditor-controller and retrieving information from a county assessor.
- ☐ **Yes** ☐ **No** Proposer must maintain an office in the State of California with a responsible person(s) to maintain all reports/records that are required per this RFP. The Proposer must provide the address of its business office in its proposal. The principal(s) who will provide the required services shall be available as required to meet the needs of RPOSD.
- ☐ **Yes** ☐ **No** Proposer must be knowledgeable of and readily demonstrate their expertise with county special taxes and assessments.
- ☐ **Yes** ☐ **No** Proposed Contract Manager must have a minimum of five years of documented experience in providing the required services equivalent or similar to the services identified in Appendix A, SOW, either with the Proposer or with another firm. The Proposer must provide a written detailed description and/or résumés demonstrating the Contract Manager's five years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section 7.9.7.1).
- ☐ **Yes** ☐ **No** Proposer must comply with the RFP format and other requirements set forth in Paragraph 7.0, Proposal Submission Requirements, of this RFP when submitting its Proposal. Proposer must submit all completed forms required in Appendix D, Required Forms.
- ☐ **Yes** ☐ **No** Proposer has experience formatting and preparing special tax data for integration with a Geographic Information System such as Esri.
- ☐ **Yes** ☐ **No** Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this Solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<hr/>				

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Email:
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the Los Angeles County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Directors finds that special circumstances exist which justify the approval of such contract:

1. Employees of Los Angeles County, RPOSD, or of public agencies for which the Board of Supervisors/Board of Directors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Directors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE LOS ANGELES COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the Los Angeles County Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

REQUIRED FORMS - EXHIBIT 7
For RPOSD Solicitations subject to the Federal Restriction
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER(S) ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☐ **DCBA certification is attached.**

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 7

Use this form for RPOSD Solicitations **Not** subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☐ DCBA certification is attached.

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by Los Angeles County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 18
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
REQUIRED FORMS - EXHIBIT 11**

PRICING SHEET

(Pricing Sheet will be unique for each solicitation.)

REQUIRED FORMS - EXHIBIT 19
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Please Print Name and Title of Signer

REQUIRED FORMS EXHIBIT 20

CERTIFICATION OF COMPLIANCE WITH LOS ANGELES COUNTY DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 21

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 23

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For RPOSD use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

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

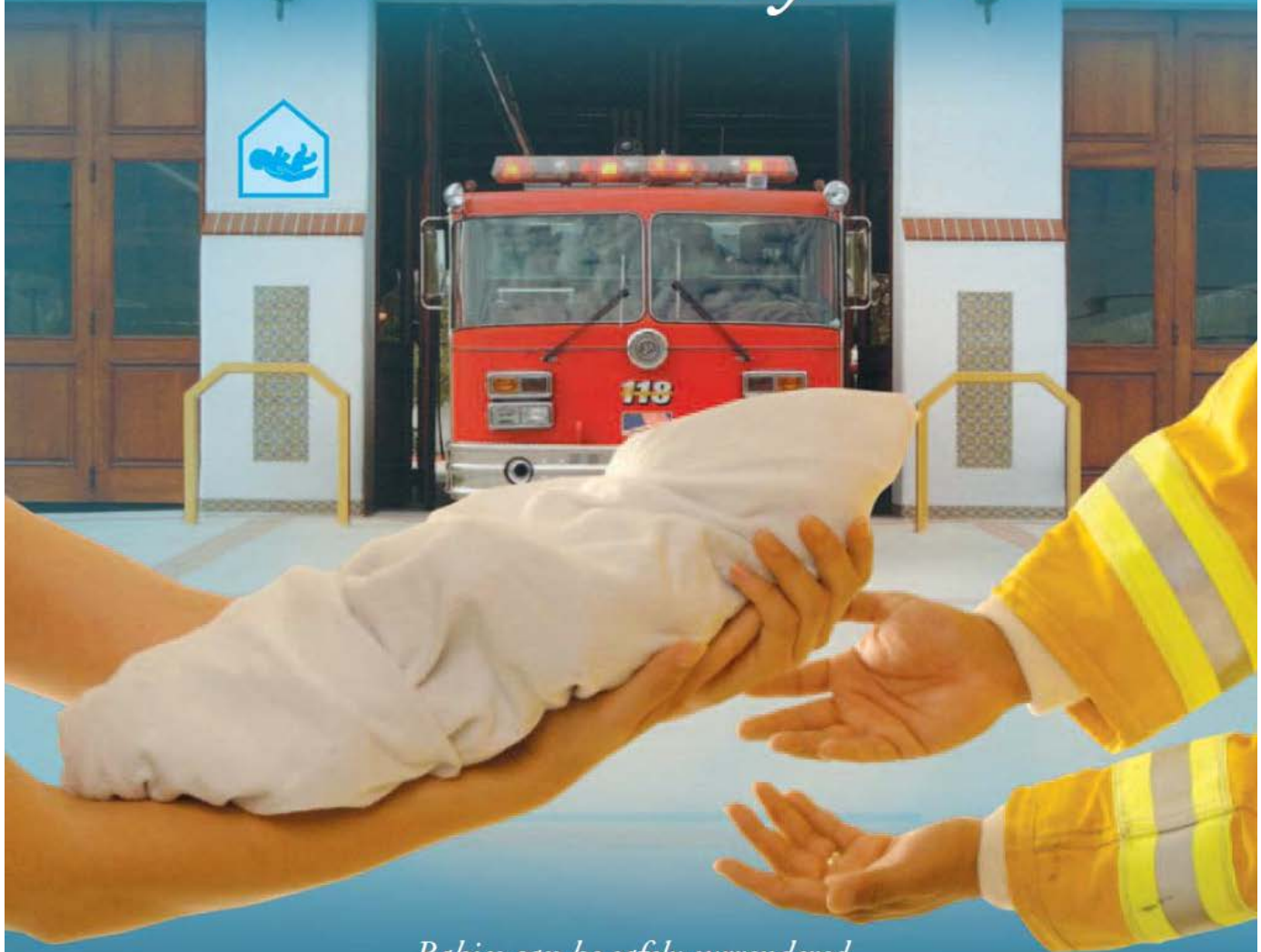
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2017)
Cat. No. 205991

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

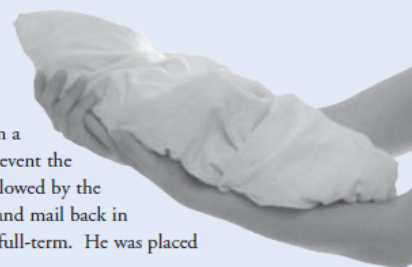
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

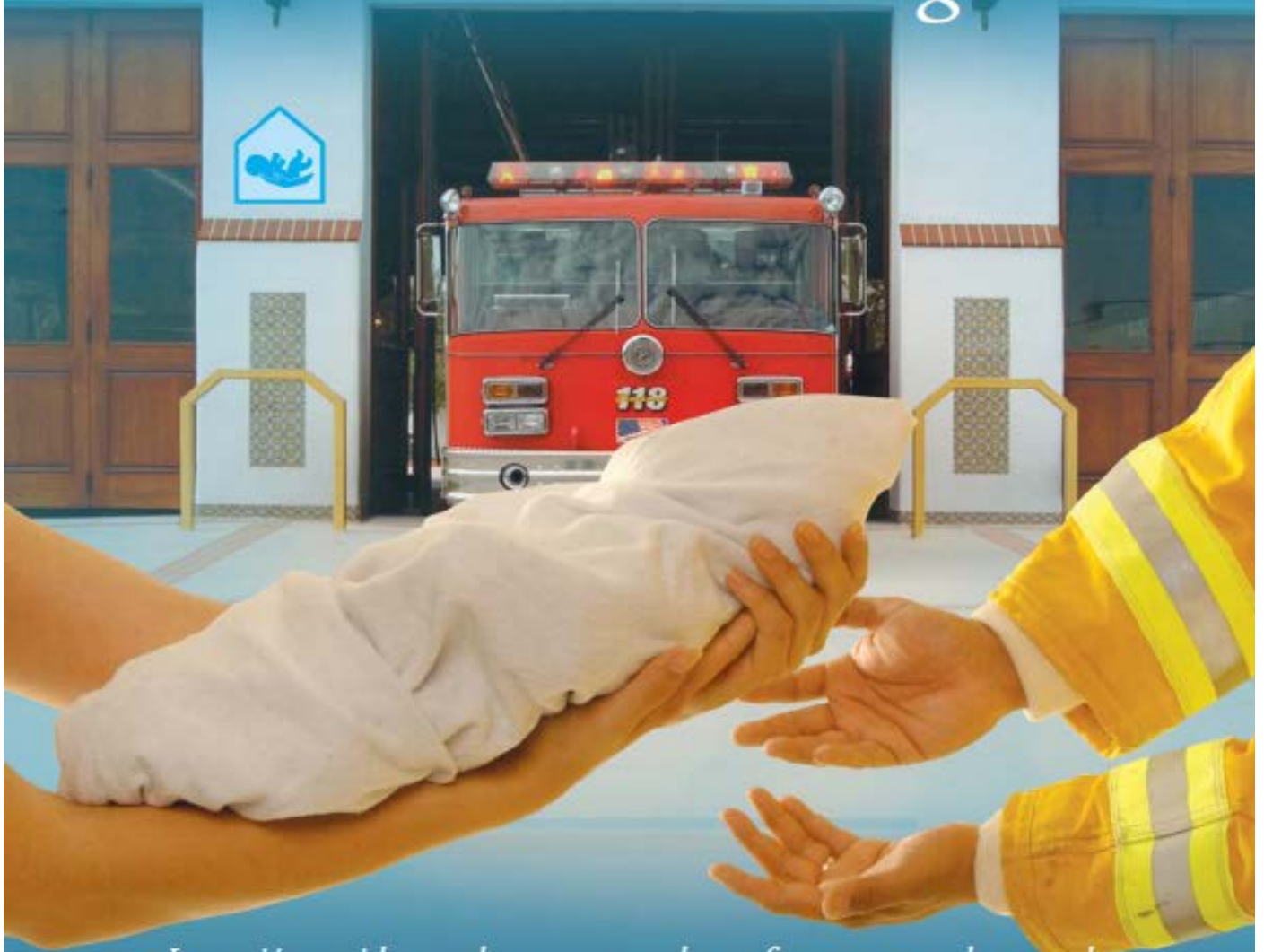
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

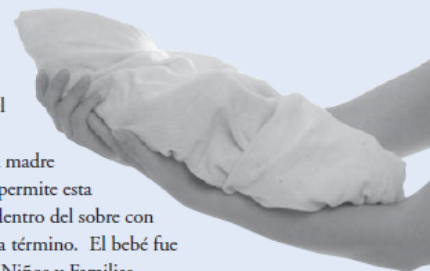
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.030 Applicability.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Evaluation Tool for Special Tax Consulting Service RFP

This information is provided to inform Proposers of the evaluation tool that will be used during the evaluation of proposals. Proposals will first be reviewed by the Contract Analyst to confirm that the Proposer's Minimum Qualifications as stated in Section 3 – Proposer's Minimum Qualifications in the Main Solicitation Document have been met. Proposals that meet the minimum requirements will be eligible for evaluation by the Evaluation Committee. Los Angeles County Regional Park and Open Space District uses the Informed Averaging Scoring Methodology in accordance with Los Angeles County Policy No. 5.054.

Informed Averaging Scoring Methodology:

Each category will have a rating factor of Exceeds, Meets, Weak or Not Met. The Exceeds category has a point range; all other categories have a fixed score attached to the rating. If the evaluators determine a proposal rates in the "Exceeds" category, the points assigned to that factor must be within the point range indicated on the worksheet. At no time can the proposal be rated lower or higher than the range of points for the "Exceeds" category, or the fixed score for any other rating factor selected. In the event that the rating factors are not appropriate, adjustments are made along with the category having a points range.

Proposal Worksheet Rating Factor Definitions:

Exceeds

This rating should be given when the proposal clearly presents enough information that indicates a higher level than what is required in the RFP. For example, if the factor being evaluated is the requirement of three years' experience and the proposal clearly indicates that the firm has ten years of experience and has provided dates to validate that claim, then they have exceeded this requirement of the RFP.

Meets

This rating should be given when the proposal presents enough information to ascertain compliance with the requirement of the RFP factor being rated - no more and no less. Using the previous example, if the proposal only includes dates verifying that the firm has three years of experience (and no more), then a rating of "meets" would be appropriate.

Weak

This rating should be given if there is questionable compliance, or if the discussion of the RFP requirement is brief or merely an affirmation that the proposer will comply with the RFP requirement being rated. Using the previous example, if the firm said they had three years of experience but did not support it with appropriate dates or client references, then a rating of "weak" is appropriate.



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Not Met

This rating should be given in two situations: 1) the proposal does not address or acknowledge a certain RFP factor, or 2) the proposal indicates an inappropriate or different response to what is being asked for in the RFP. Using the previous example, a "not met" rating would be appropriate if the firm did not include anything about its experience.

The total points possible for the evaluation is 1000 points. Business Proposal has a maximum of 800 points and the Cost Proposal has a maximum of 200 points.

Business Proposal – 800 maximum points

Proposer's Qualifications – 370 maximum points

Proposer's Background and Experiences – 120 maximum points (Evaluation completed by Evaluator)	Exceeds 120-97	Meets 96	Weak 60	Not Met 0
Proposer provides in a clear and concise manner its qualifications, experience, and capacity as a corporation (or other entity) to perform the required services based on information provided in the RFP Section B.1 - Proposer's Background and Experience.				
Evaluator's Comment:				
Proposer's References – 90 maximum points (Evaluation completed by Contract Analyst)	Exceeds 90-73	Meets 72	Weak 45	Not Met 0
References provided by the Proposer substantiate the proposer's description of services provided in addition to the skilled personnel identified. The Proposer's references are reachable in timely manner.				
Contract Analyst Comment:				
Proposer's Financial Capability -90 maximum points (Evaluation completed by Contract Analyst)	Exceeds 90-73	Meets 72	Weak 45	Not Met 0
Proposer provides copies of the company's most current and prior two (2) fiscal years (for example 2017 and 2016) financial statements. The Statements demonstrate that the company is				



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

fiscally responsible and capable of conducting business with a government agency.				
Contract Analyst Comment:				
Proposer's Pending Litigation and Judgments – 70 maximum points. <i>(Evaluation completed by Contract Analyst)</i>	Exceeds N/A	Meets 70-46	Weak 35	Not Met 0
<p>Proposer provides accurate information regarding any pending litigation and/or judgments. If proposer does have any pending litigation and/or judgments, the organization provides justification clarifying the issues.</p> <p>Meets – Proposer has no pending litigation and/or judgments. If Proposer has 1 pending litigation and/or judgements the proposer provides clear justification.</p> <p>Weak – Proposer has up to 1 pending litigations and/or judgments. Justification provided does not clarify the issue.</p> <p>Not Met – Proposer has 2 or more pending litigations and/or judgments.</p>				
Contract Analyst Comment:				

Proposer's Approach to Providing Required Services -300 maximum points

Proposer's Background and Experiences – 300 maximum points <i>(Evaluation completed Evaluator)</i>	Exceeds 300-241	Meets 240	Weak 150	Not Met 0
Proposer provides a detailed description of the methodology it will use to meet the contract work requirements identified in the Tasks and Deliverables in Appendix A – Statement of Work and throughout the RFP. Proposer explains in detail how it will or has acquired the data from the government agencies identified, or similar agencies, in Appendix A - Statement of Work. (Section C)				
Evaluator Comment:				



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Proposer's Quality Control Plan - 30 maximum points

Proposer's Quality Control Plan – 30 maximum points (Evaluation completed by Evaluator)	Exceeds 30-25	Meets 24	Weak 15	Not Met 0
Proposer presents a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A - Statement of Work and the Performance Requirements Summary Chart. (Section D)				
Evaluator Comment:				

Proposer's Green Initiative –30 maximum points

Proposer's Green Initiative – 30 maximum points (Evaluation completed Contract Analyst)	Exceeds 30-25	Meets 24	Weak 15	Not Met 0
Proposer presents a description of current organizational practices, or proposed plans for complying with the green requirements as described in Section 11 Appendix A - Statement of Work.				
Contract Analyst Comment:				

Exceptions to Terms and Conditions – 70 maximum points

Proposer's Exceptions to Terms and Conditions – (Evaluation completed by Contract Analyst)	Exceeds N/A	Meets 70-56	Weak 35	Not Met 0
Proposer has thoroughly reviewed the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. Proposer accepts, as stated, RPOSD's terms and conditions in the Sample Contract and the RPOSD's requirements in the Statement of Work. If the Proposer presents exceptions to terms and conditions, detailed justification is provided by the Proposer. (Section E)				
Meets – Proposer has no exceptions to the terms and conditions in the Sample Contract and the				



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

<p>RPOSD's requirements in the Statement of Work. If Proposer has exceptions, clear justification and reasoning is provided.</p> <p>Weak – Proposer has exceptions and provides an unclear justification and reasoning.</p> <p>Not Met – Proposer has exceptions that would fundamentally make the work required throughout the term of the contract unfeasible.</p>				
<p>Evaluator Comment:</p>				

Cost Proposal – 200 maximum points

Proposer's Cost Proposal – 200 maximum points	Exceeds 200-161	Meets 160	Weak 100	Not Met 0
<p>Proposer presents a cost proposal that is clear and concise detailing firm and fixed rates for each Task and Deliverable identified in Appendix A – Statement of Work. The Proposer provides a firm and fixed per hour rate for unanticipated work that may occur throughout the contract term. Proposer identifies potential costs they might incur in the process of fulfilling the requirements stated in this RFP.</p>				
<p>Contract Analyst Comment:</p>				