



County of Los Angeles CHIEF EXECUTIVE OFFICE

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Chief Executive Officer

Board of Supervisors
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First District

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Second District

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Third District

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Fourth District

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Fifth District

November 8, 2021

To: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Fesia A. Davenport
Chief Executive Officer

REPORT BACK ON MOVING FORWARD ON EQUITABLE IMPLEMENTATION OF THE AMERICAN RESCUE PLAN (ITEM NO. 25, AGENDA OF SEPTEMBER 15, 2021)

On September 15, 2021, the Board of Supervisors (Board) adopted a motion to direct the Chief Executive Officer (CEO), in collaboration with County of Los Angeles (County) departments, to report back within 30 days on the development and use of an expedited contracting and procurement process for the American Rescue Plan Act (ARPA) funding consistent with Federal Treasury guidelines and inclusive of smaller organizations serving underserved communities, including the process and steps taken to ensure opportunities to contract are made available on a public website. This report provides a status update on:

- Efforts to streamline contracting processes to expedite community investments, services, and financial support needed to quickly stimulate an economic recovery;
- The ARPA website with updated funding opportunities; and
- Recommendations to ensure the equitable distribution of ARPA funds to support the communities most negatively impacted by the COVID-19 pandemic.

Streamlined Competitive Procurement and Contracting Process

The CEO and County Counsel reviewed existing County contracting procedures and the County Code to develop a new streamlined competitive procurement for ARPA-funded projects. From Request for Proposals to contract execution, the revised process is

expected to take two (2) to three (3) months, decreasing the standard contracting timeline by four (4) to ten (10) months from the County's usual solicitation process.

In addition to process improvements that will shorten the time from solicitation to contract, CEO and County Counsel also identified standard contract provisions required by Board Policy, County Code, or practice that can be waived for ARPA-related contracts, resulting in simpler solicitation and contract documents that are more accessible to smaller businesses or organizations seeking to partner with the County and easier for departments to manage and award. While these policies and standard provisions serve important interests and minimize risks to the County, on balance, waiving them will assist in getting support out to communities suffering from the economic and health effects of the pandemic faster and allow for more small businesses and community-based organizations (CBOs) to participate in the process.

The new streamlined process complies with federal regulations (2 CFR 200.318-327) and meets the goals of ensuring full and open competition. Details of the proposed streamlined competitive procurement and contracting process for ARPA-funded contracts are included in Attachment I. An example of a draft ARPA request for proposal and sample contract are provided in Attachment II.

Funding Opportunities on the ARPA Website

To increase transparency of and accessibility to contracting information, the CEO, in partnership with the Internal Services Department, has centralized notifications of ARPA-related contracting opportunities on the CEO's *Contracting Opportunities: American Rescue Plan Act and Care First Community Investment* website. This website can be accessed at <https://ceo.lacounty.gov/recovery/contract-opportunities>, where it lists active ARPA contracting and grant opportunities open for competitive bidding, including subrecipient agreements, procured contracts for goods and services, master agreements, and noncompetitive procurements. These opportunities will also be advertised and available on the County's "Doing Business with (DBW) Los Angeles County. This website can be accessed at: <https://doingbusiness.lacounty.gov/>. Prospective vendors can register to receive updates about upcoming ARPA-related County contracts through an online interest form which allows registrants to receive updates about upcoming solicitations tailored to the areas of interest they select. CEO Countywide Communications is working with the Board offices and external stakeholders to broadly disseminate the website information.

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Recommendations to Ensure the Equitable Distribution of ARPA Funds

While the CEO and County Counsel worked to streamline and simplify the solicitation and application processes, efforts are still needed to ensure communities most impacted by the pandemic, small businesses and CBOs, can successfully apply and secure funding. Historically, these entities are more likely to be unaware of contracting opportunities, need additional capacity or experience to apply for contracting opportunities, as well as staff capacity or knowledge to comply with the requirements frequently attached to federal funding sources. ARPA compliance and reporting needs are more complex and require additional expertise to meet than many other funding opportunities in the past. To address these issues, the CEO's Anti-Racism, Diversity, and Inclusion Initiative (ARDI) and the Center for Strategic Partnerships are exploring strategies with philanthropic partners to provide additional support to better position small businesses and CBOs for success. These strategies are included in the Attachment I.

Finally, more work is needed to ensure outreach to and inclusion of limited English proficient applicants. This could include providing language services to small businesses and CBOs, when necessary and when possible, particularly for ARPA projects designed to provide direct financial relief to family and small businesses. ARDI will continue to work with departments to advance these and other equity-based priorities for ARPA-related programs.

Should you have any questions concerning this matter, please contact me or D'Artagnan Scorza, Ph.D., Executive Director of Racial Equity, at (213) 974-1761 or dscorza@ceo.lacounty.gov.

FAD:JMN:TJM
DS:HJN:es

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Internal Services

Competitive Procurement and Contracting Process for American Rescue Plan Act (ARPA)-Funded Contracts



Procurement Document *Time Allocation: up to 1 month (approximately)*

ARPA Request for Proposals Document (ARPA RFP) - 6 pages:

- Language is streamlined and simplified; template for proposers to use to respond
- Excludes several County-required provisions*

Evaluation *Time Allocation: 1 month (approximately)*

- Minimum requirements incorporated into overall evaluation of proposal
- Informed averaging

Protest Process *Time Allocation: 2 weeks (approximately)*

ARPA RFP Debrief and Protest:

- 2-step process: debriefing and protest
- 3-day time limit for proposer to request debriefing
- 3-day time limit for proposer to submit protest
- Department Head (or designee) makes final protest determination
- No independent reviewer

Agreement *Time Allocation: 2 weeks (approximately)*

ARPA Agreement:

- Total Pages: 11
- Language is streamlined and simplified
- Limited to federal requirements, ARPA provisions, and essential terms that protect the County
- Deviations from standard language to be kept to a minimum
- Reduced Board/County policy-required terms*
- Reduced County Code-required terms*

* ARPA Agreement includes requirements that the contractor submit reports to the County on financial, project progress, monitoring, evaluations, and other reports, as required by the County.

Board Authority

ARPA Board Authority:

- CEO will request delegated authority to execute, amend, and terminate ARPA agreements
- Department will obtain CEO, ARDI, and County Counsel approval prior to entering into agreements
- The Board must waive standard terms and provisions required by Board policy and adopt an ordinance to waive standard terms and provisions required by County Code

Total Time: 2-3 months (after RFP is publicly released)

ARPA Modified Solicitation Total Time Saving: 4-10 months (approximately)

Los Angeles County Code (LACC) Required Contract Provisions

Several contract provisions are required by the LACC but are not required under ARPA. To exempt any or all of these for ARPA-related contracts, an ordinance is required. **We recommend an urgency ordinance (passed by 4/5 of the Board) with a sunset date of 12/31/2024, so that the new code section could take effect immediately and expire concurrently with the deadline to encumber ARPA funds.**

Recommended LACC Provisions for Waiver:

- Compliance with the County's Jury Service Program (LACC §2.203)
- Contractor's Warranty of Adherence to County's Child Support Compliance Program (LACC §2.200)
- Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program (LACC §2.200)
- Social Enterprise Preference Program (LACC §2.205)
- Disabled Veterans Business Enterprise Preference Program (LACC §2.211)

Board and County Policy-Required Contract Provisions

Several contract provisions are required by the Board or other County policy. In order to exempt any or all of these for ARPA-funded contracts, Board action is required. For County provisions with similar State requirements, contractors will still be required to follow State law. Counsel has reviewed to ensure recommended policy waivers do not violate federal laws.

Recommended Policy for Waiver:

- Cost of Living Adjustments (BP #5.070)
- Default Method of Payment: Direct Deposit or Electronic Funds Transfer (BP #5.005)
- Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List (contracts over \$250K) (BP #5.110)
- Consideration of Hiring GAIN-GROW Participants (BP #5.050)

Recommended Policy for Waiver (continued):

- Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law (BP #5.135)
- County's Quality Assurance Plan (BP #5.040)*
- Notice to Employees Regarding the Federal Earned Income Credit (CAO Memo)
- Recycled Bond Paper (ISD Memo)
- Contractor's Charitable Activities Compliance (BP #5.065)
- Services Contract Solicitation Protest (BP #5.055)
- Sole Source Contracts (BP #5.100)
- Compliance with Fair Chance Employment Practices (BP #5.250)
- Timely Submission of Contracts for Board Approval (BP #5.015)
- Advertising Requirements for Solicitations (BP #2.020)
- Retention of Contractors Employees for Security Service Contracts (BP #5.046)
- Placement Assistance for County Employees Impacted by Workforce Reduction (BP #5.110)
- Authority to Approve Increases To Board Approved Contract Amounts (BP #5.120)
- Economic Development - Business Incentive Program (BP #5.125)
- Contracting with Community Business Enterprise Firms (BP #5.130)
- Oversight of Construction Contractors (BP #5.140)
- Countywide Local and Targeted Worker Hiring (BP #5.270)
- Community Benefits for County Economic Development Projects (BP #5.280)

Additional Strategies to Remove Contracting Barriers for Small Businesses and CBOs

- Templates to help simplify the process for proposers responding to ARPA-related solicitations, particularly first-time applicants and/or those who are less experienced with applying for County funds;
- A prompt payment program for small businesses is available, regardless of the business's location, if the small business registers with the U.S. Small Business Administration's System of Award Management; and
- Options for advanced payment of project funds and flexibility on insurance requirements, if warranted. These can benefit smaller businesses and CBOs that find it difficult to financially sustain a cost-reimbursement model and to meet insurance coverage requirements designed for larger organizations.

Proposed Strategies to Support Small Businesses and CBOs in Partnership with the Philanthropic Sector

- Increase outreach to small organizations by leveraging existing networks to inform them of contracting opportunities and available support services to help them apply. Strategies may include, but not be limited to, organizing information sessions or town halls and deploying community health workers or other street-based interventions to conduct targeted outreach;
- Offer technical assistance (TA) to help small organizations respond to RFPs and other contract solicitations. This may entail engaging professional grant writers who can answer questions and support the development of their application;
- Build regional recovery hubs that can serve as coordinating bodies that highlight local efforts, share learnings, and support service delivery alignment and collaboration among funded CBOs; and
- Ongoing TA and back office compliance support for small organizations who are awarded a County contract and are below a predetermined revenue threshold. This strategy would offer the infrastructure needed to manage these resource-intensive contracts without asking CBOs to expand their administrative and staffing capacity for temporary funding. Support may mean helping the organization handle the massive paperwork involved in reporting and prepare for contract program audits.

[DATE]

TO: Interested Proposers

FROM: **Lead Person for Department Name & Title**

Subject: **REQUEST FOR PROPOSALS – ARP- BID # XXXX
CONTRACTING FOR XX SERVICES USING
AMERICAN RESCUE PLAN FUNDS**

A. BACKGROUND

On March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law. ARP provides State, local, and Tribal governments with significant resources to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency and its economic impacts. ARP establishes two sources of funding: the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (hereinafter together the "ARP Funds" or "SLFRF").

As part of ARP, Los Angeles County ("County") received approximately \$975 million to be spent across three strategic pillars: (1) \$567.9 million for equity-based investments to position the County to recover better than before the pandemic; (2) \$239.7 million to support an equitable and inclusive recovery; and, (3) \$167.4 million to preserve the County's fiscal stability and shore up safety net programs.

Specifically, the County is issuing this Request for Proposals ("RFP") to utilize \$ ____ to fund **XX [type of services]** services ("Services") to assist the County in its efforts to provide economic recovery and resilience to the communities most impacted by the COVID-19 pandemic. Additional services may be requested of the selected Proposer(s) on an ongoing basis at the discretion of the County.

B. THE LOS ANGELES COUNTY DEPARTMENT OF XXXX

[Brief description of department's mission & function.]

C. SCOPE OF THE PROPOSED PROJECT

The purpose of this RFP is to solicit proposals from organizations that are willing and capable of providing the Services detailed herein commencing by no later than **XXXX**. Proposers responding to this RFP must be able to provide the full scope of services listed in Attachment I (Description of Services) either as a single entity, joint venture, or consortium of entities.

As a result of this RFP, the Department may negotiate and enter into an agreement with one or more Proposers, based upon proposals and any additional information that the Department may choose to gather from qualified Proposer(s) in

accordance with this RFP. The proposed resultant Agreement(s) shall be based on Attachment III (Sample Agreement).

The proposed Agreement term is **XXXX**. ARP Funds must be used to cover expenses incurred by December 31, 2024, and must be expended by December 31, 2026.

D. PROPOSAL SUBMISSION INSTRUCTIONS

Proposers are prohibited from contacting or communicating in any means with County employees, consultants, or elected officials of the County concerning this RFP except for questions directed through the following:

Name
Address
E-Mail Address

Failure to comply with this RFP could result in disqualification from the solicitation process. **Only written questions received by XXXX at ___ PST will be considered.**

The Proposal may be e-mailed or mailed. E-mailed submissions should be in zip files, or other appropriate attachments and timestamped by **XXXX** on **XXXX**. E-mail submissions shall include appropriate directions to access the documents. Mailed submissions must be postmarked by **XXXX** on **XXXX**. Submissions must be sent, in either format, to:

Name
Address
E-mail Address

False, misleading, incomplete, or deceptively unresponsive statements in connection with any proposal shall be sufficient cause for rejection of the proposal. The review and determination in this area shall be at the sole judgment of the Department Director, whose decision shall be final.

E. PROPOSAL REVIEW AND SELECTION PROCESS

The Proposal Review and Selection Process is intended to allow the County maximum flexibility in competitively awarding an Agreement. The Board of Supervisors ("Board") delegated authority to the County's Chief Executive Officer ("CEO"), or her designee, to enter into agreement(s) for these Services, and to have ultimate decision-making authority regarding selection of a proposal(s), the terms of any resultant agreement(s), and the determination of which proposal(s) best serves the interests of the County and meet the ARP requirements.

As a result, the County may either (1) request further information, documents, presentations, and/or conference call(s) or in-person interviews substantiating Proposer's qualifications, experience, and readiness to provide the Services described in the RFP; (2) enter into negotiations with one or more Proposer(s); and/or (3) take no further action.

The selection process will begin with the timely receipt of the proposals.

A Review Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor(s). All proposals will be evaluated based on the criteria listed below and scored and ranked in numerical sequence from high to low. Proposals shall be evaluated and scored based on the following (the total percentage of Items 1-8 below shall equal 100%):

1. Proposer Qualifications (Section 3.1, 3.2 and 3.3 of proposal) (%):
2. Compliance with or Demonstrated Understanding of ARP Requirements (Section 3.4 of proposal) (%)
3. Work Plan (Section 3.5 of proposal) (%)
4. Facilities, Resources, and Staffing (Section 3.6 of proposal) (%)
5. Community/Target Population Experience (Section 3.7 of proposal) (%)
6. Data Collection Methodology and Reporting Capability (Section 3.8 of proposal) (%)
7. Cost Proposal (Section 3.9 of proposal) (%) (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.)
8. Financial Capability (Section 3.10 of proposal) (%) (Financial Capacity will be evaluated as "Acceptable" or "Unacceptable." In the event the organization's financial capacity is determined to be "unacceptable" with regards to completing Services under an Agreement, County reserves the right to ask for additional information or may deem the Proposer nonresponsive.)

Interviews may be conducted with only the highest scoring Proposers with the best responsive and responsible submissions.

F. DEBRIEFINGS AND PROTESTS

1. Upon completion of the Review and Selection Process, the Department will notify non-selected entities via e-mail and offer an opportunity for a debriefing. Proposers wishing to protest, pursuant to the process set forth below, must first request and receive a debriefing. The debriefing will discuss the Proposer's proposal based on the Review Committee's score. The requesting Proposer shall be debriefed only on its proposal. Because contract negotiations with selected Proposer(s) will be ongoing, there will be no discussion of proposals from other Proposers. Such debriefing

request must be submitted by e-mail within **three (3) business days** of the date shown on the Department's notification, to the contact below:

Name of contact
E-mail address

2. A protest may be submitted within **three (3) business days** after the debriefing to the contact in subparagraph 1, above, if the requesting Proposer is not satisfied with the results. Only protests submitted from debriefed Proposers shall be considered. The Department will only consider protests satisfying the criteria set forth below and received in writing by the Department by the deadline set forth above. Any protest received after such deadline will be denied. Timely protests must assert, in appropriate detail with factual reasons, one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Review Committee demonstrated bias in the conduct of the review.
 - d. Another basis for review as provided by state or federal law.
3. Proposers will be notified by the Department of the decision on any protest that is received in a timely manner. Such notification will explain the basis for the decision. The Department head's (or his/her designee's) decision on any protest will be final.
4. Throughout the protest process, the Department has no obligation to delay or otherwise postpone contract award because of any Proposer's protest. In all cases, the Department reserves the right to make a contract award(s) when it is determined to be in the best interest of the County and in compliance with ARP requirements.

G. NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

Proposals in response to this RFP shall become the exclusive property of the County. 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." The 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 Proposer must specifically label only those provisions of

their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secrets," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

H. CONFLICT OF INTEREST

Proposers shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200, Section 200.112 and 24 CFR Section 570.611. Proposers represents and warrants that no County employee whose position enables him/her to influence the RFP, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Proposers, or shall have any direct or indirect financial interest in the RFP. Proposer represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that submission of the RFP document or execution of any Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Proposer in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Proposer earned for a period of one year from the date he/she separated from County employment. Proposers shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112.

I. COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to amend, re-issue, or cancel this RFP by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addenda shall be made available at **XXXX**. Should an addendum require additional information not previously requested, Proposer's failure to address the requirements of any such addendum may result in the proposal not being considered, as determined in the sole discretion of the County.

The County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

J. COST OF PREPARATION

No reimbursement will be made for any costs incurred prior to a formal notice to proceed under an appropriately executed Agreement.

Description of Services

1.0 Purpose

- 1.1 Contractor shall **[purpose of Contract]**
- 1.2 Payments shall be made by the County to the Contractor as provided in Exhibit B (Pricing Schedule) of the Contract and in accordance with Paragraph 5.5 of the Contract.

2.0 Specific Tasks, Deliverables, and Reporting Requirements

[Specific Tasks, Deliverables, and Reporting Requirements]

SAMPLE

ATTACHMENT II

PROPOSAL

1.0 INSTRUCTIONS

Provide your organization's complete responses in the following text entry fields below.

2.0 PROPOSER CONTACT

Proposer shall identify a primary point of contact as part of its Proposal as follows:

Organization Name: Click or tap here to enter text.

Headquarters Address: Click or tap here to enter text.

Click or tap here to enter text.

Organization Website: Click or tap here to enter text.

Principal Point of Contact:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

My organization is proposing as:

- a single entity
- a joint venture or consortium (must be structured as a single Prime Contractor and subcontractors).

3.0 PROPOSAL

3.1 Proposer's Qualifications

- A. Provide a narrative that demonstrates your organization's background and experience in providing Services.

Describe your organization's background and experience in providing Services. (General narrative here, references requested in Section 3.10).

If proposing as a joint venture or consortium, list organization names and attach letters of intent from each organization who will be a subcontractor to the Prime Contractor. Each letter of intent shall include identification of the services that the subcontractor will provide.

Narrative:

Click or tap here to enter text.

- B. Provide a narrative that demonstrates any previous contracts your organization has had with government agencies within the last ~~XX~~ years.

Narrative:

Click or tap here to enter text.

- C. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- Yes, I have been audited within the last 10 years and do not have over \$100,000 in disallowed costs.
- Yes, I have been audited within the last 10 years and have over \$100,000 in disallowed cost.

Not applicable.

3.2 Additional Background and Experience

Provide a narrative that describes your organization's **XXXX** experience.

Narrative:
Click or tap here to enter text.

3.3 References (*Departments to customize based on specific solicitation.*)

Attach a list of entities to whom your organization has provided **XXXX** Services. Ensure the response includes name of entity, beginning and end dates (month and year) of each engagement and experience working with **XXXX**.

3.4 ARP Compliance Requirements

Responses to this section should demonstrate Proposer has a solid understanding of ARP's compliance requirements and Proposer's role in ensuring adequate oversight and control of ARP Funds.

ARPA, Local Fiscal Recovery Fund:
[http://uscode.house.gov/view.xhtml?req=\(title:42%20section:803%20edition:prelim\)](http://uscode.house.gov/view.xhtml?req=(title:42%20section:803%20edition:prelim))

Treasury's Interim Final Rule: <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

Treasury's FAQs:
<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

2 CFR Part D: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>

A. The Key Principles: Provide a narrative that demonstrates an understanding ARP's compliance requirements and the Proposer's role in ensuring adequate oversight and control of ARP Funds and its responsibility for ensuring that ARP Funds are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with their use.

Narrative:
Click or tap here to enter text.

B. Uniform Administrative Requirements: Provide a narrative that demonstrates how Proposer will effectively administrator any funding awards, apply sound management practices, and administer ARP

Funds in a manner consistent with the program objectives and terms and conditions of the award; and that Proposer has robust internal controls and effective monitoring tools/resources to ensure compliance with the cost principles, which are important for building trust and accountability.

Narrative:

Click or tap here to enter text.

- C. **Eligibility:** Proposer demonstrates an understanding of its responsibility for ensuring ARP Funds are used for eligible purposes and that it will be able to develop and implement policies, procedures, and record retention standards.

Narrative:

Click or tap here to enter text.

3.5 Work Plan

Provide a work plan with detailed specific tasks as noted in Attachment I (Description of Services) of this RFP. Provide a conceptual project plan and schedule. Describe how Proposer will minimize costs and maximize federal resources, including utilization of project management resources in a cost-effective manner, assessment of alternatives, delivery methods, streamlining project and work tasks, quality control methods, and so forth.

Narrative:

Click or tap here to enter text.

3.6 Facilities, Resources, and Staffing

Describe your organizational resources, which you consider to be advantageous to the successful completion of the project. Items to be considered include the capabilities and experience of the Proposer and principal participants, and facility locations. Please include the name, position (including qualification), phone number, résumés, certifications, and licenses of the individual(s) that will be assigned to complete this project. Please identify how many projects the firm currently is obligated to perform and the approximate dollar value of each. Please provide an organizational chart for this project.

3.7 Community/Target Population

Describe the community/target population, as well as your vision to positively and materially impact the community, your organization's relevant

experience with a project of the proposed size, in this or similar communities, and its ability to detail how your staff will collaborate with the community to achieve the proposed results.

Narrative:
Click or tap here to enter text.

3.8 Data Collection Methodology and Reporting

Describe the Data Collection Methodology and Reporting, including: (1) ability to define the relevant data sources required to accurately track and report on its outcomes and performance measures, and, (2) ability to collect and report all data required by the County to report to the federal government and also as needed to report to the public.

Narrative:
Click or tap here to enter text.

3.9 Cost Proposal

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. The maximum allowable for indirect costs is either the Federal Negotiated Indirect Cost Rate or 10% of the direct costs.

Click or tap here to enter text.

3.10 Financial Capability

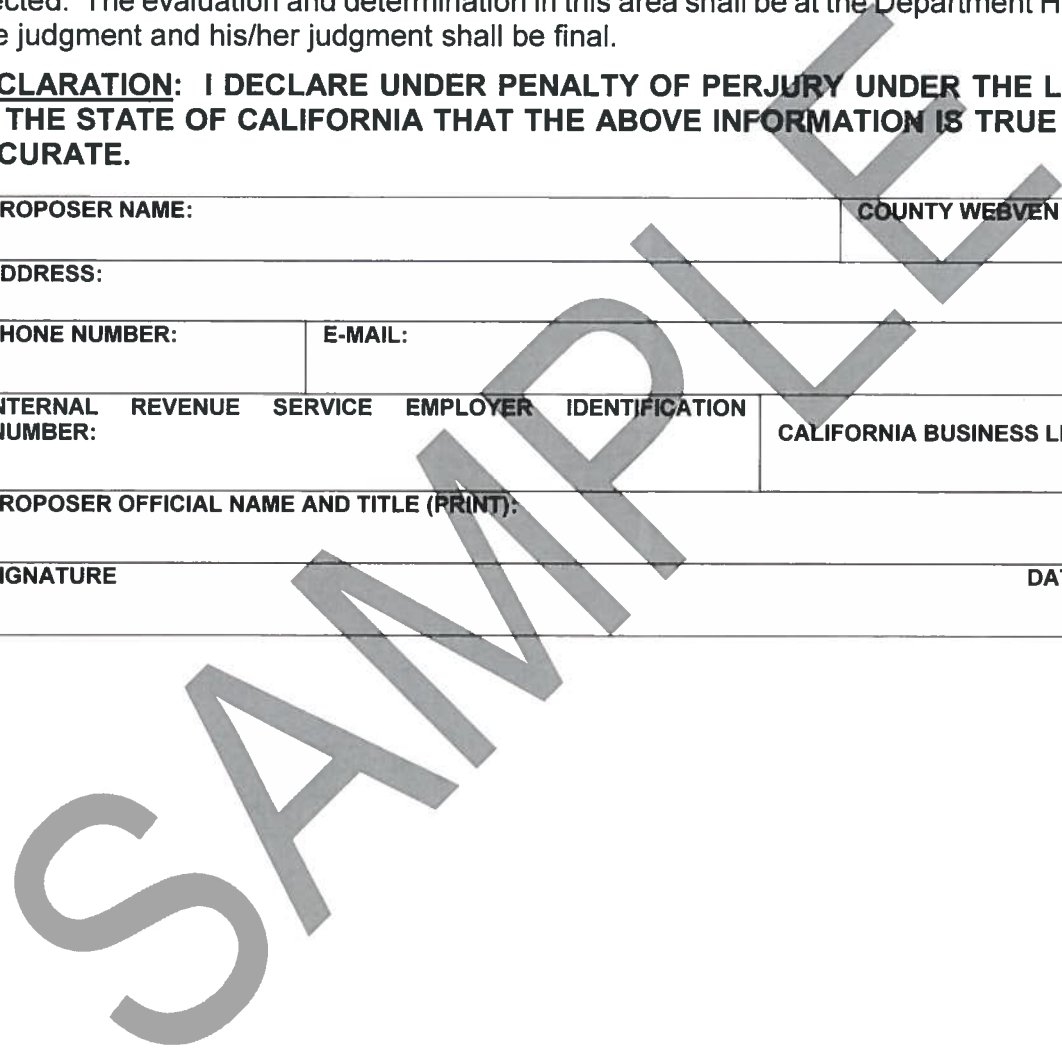
Attach copies of the organizations' most current and prior (2) years (for example 2018, 2019, and 2020) financial statements. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. 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.

Proposer's Declaration and Signature

Proposer 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 Department Head'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



AMERICAN RESCUE PLAN ACT OF 2021

AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND **CONTRACTOR NAME
FOR **[DESCRIPTION OF SERVICES]****

THIS AGREEMENT ("Agreement") is made and entered into on _____ ("Effective Date") by and between the County of Los Angeles, through its Department of _____, hereinafter referred to as "County", and **NAME** ("Contractor"), with County and Contractor individually referred to as "Party" or collectively as "Parties."

WHEREAS, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding the coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF");

WHEREAS, County has received a direct payment from the ARP Funds, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024 with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

WHEREAS, the U.S. Treasury ("Treasury") has issued an Interim Final Rule (31 C.F.R. Part 35), Compliance and Reporting Guidance, and Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors receiving ARP Funds;

WHEREAS, on July 27, 2021, the Board authorized the ARP Funds spending plan ("Spending Plan") in the amount of \$975.0 million;

WHEREAS, on **[DATE]** the Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to prepare and execute agreements and any and all amendments under the Spending Plan; and

WHEREAS, County seeks to enter into this Agreement with Contractor to reflect County's allocation of the ARP Funds for the purpose of **[description of services]**, subject to all the conditions and restrictions required by the ARP Act.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2026, unless sooner terminated or extended by County.

2.0 ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

3.0 USE OF ARP FUNDS

3.1 PROJECT FUNDS. Contractor shall receive a portion of County's allocation of the ARP Funds up to **XXXXX** ("Project Funds") to provide **[description of services]** ("Services") pursuant to Exhibit A, Statement of Work, and Exhibit B, Pricing Schedule, which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"), in accordance with the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. Project Funds for Services under this Agreement must be incurred by December 31, 2024, and any payments under this Agreement must be made by December 31, 2026.

3.1.1 Contractor agrees to separate the Project Funds provided under this Agreement in accordance with the ARP Act and as instructed by County. Separate financial records, which support compliance, shall be kept for the ARP Funds in accordance with the Treasury regulations, guidelines, and instructions on records retention, and any other applicable laws or regulations. Interest earned on the Project Funds must be used in accordance with the ARP Act.

OR

Contractor shall invoice County only for the Services and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Contractor's payments shall be as provided in Exhibit B, Pricing Schedule, and Contractor shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Contractor shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is

claimed. Invoices must comply with any requirements imposed by Exhibit C, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

- 3.1.2 Contractor shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Contractor is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Contractor has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").
- 3.1.3 Project Funds provided to Contractor are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.
- 3.2 EXPENDITURES. Project Funds expenditures made by Contractor in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.
- 3.3 ADMINISTRATION COSTS. Contractor agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 U.S. Code of Federal Regulations ("CFR") Section 200.414. Eligible indirect costs are based on:
- 3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,
- 3.3.2 If Contractor has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR Section 200.68.
- 3.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from funds appropriated through Treasury, and for the purpose of this Agreement. All ARP Funds appropriated by the Board and in the event the Board has not so appropriated, this Agreement will automatically terminate for convenience per this Agreement. County will endeavor to notify Contractor in writing within ten (10) days of receipt of the non-appropriation notice.
- 3.5 IMPROPER USE OF ARP FUNDS. Contractor shall only use Project Funds in accordance with this Agreement and Contractor's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

4.0 COMPLIANCE WITH LAWS

Contractor must comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

4.1 COUNTY LAWS. Contractor must comply with all applicable County laws and policies.

4.2 LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

5.0 CONFIDENTIALITY

Contractor must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Contractor shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Contractor shall use such information solely for the provision of Services hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Contractor shall ensure compliance with the provisions of this Paragraph by its subcontractors and any other persons or entities providing services for or on behalf of Contractor.

6.0 REPORTS AND AUDITS

6.1 Contractor must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Agreement. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:

6.1.1 Contractor will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.

6.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Contractor monitoring and management, Subpart F regarding audit

requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

6.2 REPORTS. Contractor shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Contractor shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Contractor shall submit reports to County every **XXXX** months.

6.2.1 Contractor shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Contractor expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.

6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Contractor provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Contractor is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.

6.2.3 Contractor shall provide a certification, in a form provided by County, signed by the Contractor's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.

6.2.4 Contractor shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of this Agreement.

1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;

2. Administrative costs incurred related to administration of the ARP Funds; and,

3. Any other documents reasonably requested by County.

6.3 AUDITS. County will audit Contractor's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

6.3.1 County, or its authorized representatives, shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access,

for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Contractor's use of Project Funds.

6.3.2 A financial audit of Contractor's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Contractor.

6.4 Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO or designee, may cancel, terminate or suspend this Agreement.

6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Contractor shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or this Agreement, including any interest earned.

7.0 MAINTENANCE OF RECORDS

7.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Contractor shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with Treasury Laws and Regulations. Contractor shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Contractor's use or expenditure of the Project Funds and Contractor's compliance with this Agreement and Treasury Laws and Regulations. Contractor shall also comply, and shall ensure that its subcontractors comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

7.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Contractor must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.

7.3 RECORDS RETENTION. Contractor shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Contractor during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

8.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County. Contractor shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Contractor is not an independent contractor under any applicable federal, State, or local laws.

9.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

Contractor shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Contractor shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Contractor shall provide copies of permits, licenses, and approvals to County upon request.

10.0 INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless from any claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to this Agreement. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

11.0 TERMINATION.

11.1 TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon ten (10) days' prior written notice to Contractor for any reason; provided, however, during this ten (10) day period Contractor shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Contractor relating to the Project Funds for this Agreement. Contractor shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

11.2 TERMINATION FOR CAUSE. County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County: Contractor has materially breached this Agreement; Contractor is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or, Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrative convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs and reports prepared by Contractor under this Agreement shall, at the option of County, become County's property, and Contractor may be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 11.3** Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations that survive the Agreement termination.

12.0 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

13.0 AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

14.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

- 14.1** Contractor, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200, Section 200.112 and 24 CFR Section 570.611. Contractor agrees to incorporate the language found in this Paragraph into any subcontract(s) using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.

- 14.2** Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor, or shall have any direct or indirect financial interest in Contractor.

- 14.3** Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement and who subsequently becomes affiliated with Contractor in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Contractor earned for a period of one (1) year from the date he/she separated from County employment.

- 14.4** Contractor shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112.

15.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Contractor may not assign any of its rights or delegate any

of its duties hereunder to any party other than an affiliate of Contractor without the prior written consent of County.

16.0 SEVERABILITY

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

17.0 INSURANCE

Contractor shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit D, Insurance Requirements.

18.0 CHOICE OF LAW/VENUE

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

19.0 INTERPRETATION

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

20.0 PROJECT INTEGRITY

Contractor shall maintain and implement practices to protect the integrity of the (**project name**) and the Project Funds, and Contractor shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this (**project name**) project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this Agreement, or information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

21.0 NOTICES AND APPROVALS

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County: **NAME/TITLE OF POSITION**
ADDRESS
E-MAIL
PHONE

To Contractor: **NAME/TITLE OF POSITION**
ADDRESS
E-MAIL
PHONE

Contractor agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

22.0 SUBCONTRACTING

Contractor shall not subcontract any of its responsibilities under this Agreement or permit subcontracted responsibilities to be further subcontracted without the prior written approval of County.

22.1 Contractor shall indemnify and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor's employees.

22.2 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract. 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 County's consent to subcontract. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its subcontractors of this County right.

22.3 Contractor shall address administrative, contractual, or legal remedies for all contracts in instances where subcontractors violate or breach contract terms. Contractor must provide sanctions and penalties as appropriate.

22.4 The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

22.5 Contractor shall obtain and maintain on site certificates of insurance, which establish that the subcontractor maintains all the types of insurance required by County from each approved subcontractor. County may request copies of the certificates and endorsements required herein at any time. Failure by Contractor to

comply with County's request may be deemed by County as a material breach of this Agreement.

23.0 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.

24.0 WAIVER

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

25.0 EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

{ SIGNATURE PAGE TO FOLLOW }

SAMPLE

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

CONTRACTOR: _____

By _____
Name _____
Title _____

COUNTY OF LOS ANGELES

By _____
FESIA A. DAVENPORT
Chief Executive Officer
Or Designee _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Name _____
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK

SAMPLE

**EXHIBIT B
PRICING SCHEDULE**

SAMPLE

EXHIBIT C
AMERICAN RESCUE PLAN ACT
REQUIREMENTS

The terms of this Exhibit shall apply to Contractor, and all of its subcontractors, agents, service providers, subrecipients (as defined in 2 CFR Section 200.93) at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Contractor shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR Section 200.1 (Definitions) if not found in the Agreement.

Contractors who receive funding under the American Rescue Plan ("ARP") Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF") shall comply with all ARP applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Contractor's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

1.0 Equal Employment Opportunity (41 CFR Part 60). During the performance of this Agreement, the Contractor agrees as follows:

1.1 The Contractor shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, or national origin.

- 1.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 1.4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 1.5 The Contractor will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - 1.6 In the event that the Contractor fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 1.7 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2.0 **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Contractor shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).
 - 3.0 **Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708).** As applicable, the Contractor shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Contractor shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguard safety devices and

protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

- 4.0 Rights To Inventions Made Under the Agreement (37 CFR Section 401).** As applicable, Contractor must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the County.
- 5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.
- 6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Contractor certifies that neither it nor any of its owners, officers, partners, directors, principals, or other Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All Contractors shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractors shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.
- 7.0 Lobbying.**
- 7.1 Federal Lobbyist Requirements.** Contractors are prohibited from using Program Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Contractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Contractors acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.
- 7.2 County Lobbyist Requirements.** Contractor and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Contractor, shall also fully comply with the requirements as set forth in said County Code.
- 7.3 Lobbying Certifications.** Each Contractor shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 7.4** Failure to Comply. Failure on the part of the Contractors to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the Contractor shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.
- 8.0** **Procurement of Recovered Materials (2 CFR Section 200.323).** Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 9.0** **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR Section 200.216).** Contractor shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0** **Domestic Preferences for Procurements (2 CFR Section 200.322).** Contractor shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0** **Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

EXHIBIT C
ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loan and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

**EXHIBIT D
INSURANCE REQUIREMENTS**

I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. 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 Agreement.

A. Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

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

Name
Address

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

B. Additional Insured Status and Scope of Coverage

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

- C. **Cancellation of or Changes in Insurance.** Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County 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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

- D. 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs).** Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- J. 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. 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.
- L. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

II. INSURANCE COVERAGE

- A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:
- | | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
- B. 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- C. Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If

Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SAMPLE