



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **BRC-2**

April 16, 2026

### **REQUEST FOR PROPOSALS ON-CALL ARCHITECTURAL/ENGINEERING AND SUPPORT SERVICES RFP NUMBER: BRC0000653**

Los Angeles County Public Works is requesting proposals from qualified firms to provide on-call architectural/engineering and support services for medical, general, and justice projects in various locations throughout the County.

**The deadline to submit proposals is Tuesday, May 19, 2026, at 5:30 p.m. Proposals received after the deadline will not be accepted. Contract Analyst is Rori Rubio, [rrubio@dpw.lacounty.gov](mailto:rrubio@dpw.lacounty.gov) or (626) 458-2584.**

#### **Optional Proposal Conference**

A virtual proposal conference to answer questions concerning the project will be held on **Thursday, April 30, 2026**, at 10:00 a.m., via Microsoft Teams. Those who wish to attend must click the link that will be posted on the Public Works website for BRC0000653 to join. **Public Works recommends attendees are registered on Public Works [website](#) at least 1 hour prior to the conference.**

#### **"Do Business with Public Works" Website Mandatory Registration**

You are now required to register an account on Public Works "**Do Business With Public Works**" [website](#) in order to view any current solicitation: <https://dpw.lacounty.gov/contracts/opportunities.aspx>. Registration is only needed one time. Further you should also register as a plan holder for this specific RFP BRC0000653. Only those firms registered as plan holders for this RFP through the Public Works website will receive automatic notification when any update to this RFP is made. Planholder information is viewable to other registered planholders. **The County does not have an**

**obligation to notify any proposers other than through the Public Works website's automatic notification system.**

### **Doing Business with Preference Program Enterprises**

The County provides many benefits for firms that are certified through the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE), collectively called Preference Program Enterprise (PPE). Eligible firms, prime contractors, and subcontractors are strongly encouraged to participate and receive benefits available only to PPE, such as price preference during solicitation process, when applicable, and the PPE Prompt Payment Program. Prompt payment is defined as 15 calendar days after the receipt of an undisputed invoice for goods or services. Information on this program and how to obtain certification are available on the County of Los Angeles Department of Economic Opportunity website: Office of Small Business | LA County AJCC, CA <https://www.ajcc.lacounty.gov/businesses/office-of-small-business>.

### **Community Business Enterprise (CBE) Program**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises, disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms for County solicitations. For more information on obtaining certification, please visit the Department of Economic Opportunity's Office of Small Business at: [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications). Eligible firms, prime contractors, and subcontractors/subconsultants are strongly encouraged to get certified.

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works



SOO KIM  
Division Chief  
Business Relations and Contracts Division

MM:rr



**PUBLIC WORKS  
LOS ANGELES COUNTY**

**REQUEST FOR PROPOSALS  
FOR  
ON-CALL ARCHITECTURAL/ENGINEERING AND  
SUPPORT SERVICES  
BRC0000653**

**Prepared By  
County of Los Angeles**

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>1.0 SOLICITATION INFORMATION.....</b>	<b>1</b>
<b>2.0 INTRODUCTION AND OVERVIEW.....</b>	<b>2</b>
2.1 Category 1: Medical Projects .....	2
2.2 Category 2: General Projects .....	2
2.3 Category 3: Justice Projects.....	3
2.4 Business Size Category: .....	3
<b>3.0 PURPOSE.....</b>	<b>3</b>
3.1 Statement of Work (SOW).....	3
3.2 Not used.....	3
3.3 Contract: County Terms and Sum.....	4
<b>4.0 MINIMUM MANDATORY REQUIREMENTS .....</b>	<b>8</b>
4.1 Category 1: Medical Projects .....	9
4.2 Category 2: General Projects .....	9
4.3 Category 3: Justice Projects.....	10
4.4 Local Office Requirement.....	10
4.5 Cost Estimating Subconsultant Requirement .....	11
<b>5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES .....</b>	<b>11</b>
5.1 Representations Made Prior to Contract Execution .....	11
5.2 Final Contract Award by the Board of Supervisors.....	11
5.3 County's Option to Reject Proposals.....	11
5.4 County's Right to Amend Request for Proposals .....	11
5.5 Background and Security Investigations .....	12
5.6 Sustainability .....	12
<b>6.0 NOTIFICATION TO PROPOSERS .....</b>	<b>12</b>
6.1 Public Records Act.....	12
6.2 Contact with County Personnel and Code of Silence Period.....	13
6.3 Mandatory Requirement to Register on County's WebVen .....	13
6.4 Protest Policy Review Process.....	13
6.5 Conflict of Interest .....	16
6.6 Determination of Proposer Responsibility .....	16

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
6.7 Proposer Debarment.....	17
6.8 Improper Considerations.....	18
6.9 County Lobbyist Ordinance.....	18
6.10 Consideration of GAIN/START Participants for Employment.....	19
6.11 Jury Service Program.....	19
6.12 Pending Acquisitions/Mergers by Proposing Company.....	20
6.13 Charitable Contributions Compliance.....	20
6.14 Defaulted Property Tax Reduction Program.....	21
6.15 County’s Commitment to Zero Tolerance Policy on Human Trafficking .....	21
6.16 Integrated Pest Management (IPM) Program Compliance.....	22
6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT).....	22
6.18 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices .....	23
6.19 Prohibition from Participation in Future Solicitation(s).....	23
6.20 Community Business Enterprise (CBE) Participation.....	24
6.21 Contribution and Agent Declaration .....	25
6.22 Not used.....	25
6.23 Los Angeles Regional Contractor Development and Bonding Program.....	26
6.24 Countywide Community Workforce Agreement.....	26
6.25 Proposals Submitted .....	27
6.26 Not used.....	27
6.27 Not used.....	27
6.28 Prevailing Wage .....	27
6.29 Federal Emergency Management Agency (FEMA) Standard Terms and Conditions .....	30
<b>7.0 COUNTY’S PREFERENCE PROGRAMS .....</b>	<b>30</b>
7.1 Overview of County’s Preference Programs .....	30
7.2 Preference Program Enterprises (PPEs) - Prompt Payment Program .....	30
<b>8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION .....</b>	<b>31</b>
8.1 Truth and Accuracy of Representations .....	31

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>		<b><u>PAGE</u></b>
8.2	Proposers' Questions .....	31
8.3	Optional Proposers' Conference .....	31
8.4	Preparation of the Proposal.....	31
8.5	Business Proposal Requirements and Evaluation Criteria (250 points total) .....	32
8.6	Not used.....	41
8.7	Firm Offer-Withdrawal of Proposal .....	41
8.8	Proposal Submission .....	41
<b>9.0</b>	<b>SELECTION PROCESS OVERVIEW .....</b>	<b>43</b>
9.1	Adherence to meet the Minimum Mandatory Requirements and Pass-Fail Review .....	43
9.2	Selection Process .....	44
9.3	Evaluation of Business Proposals .....	44
9.4	Oral Interviews .....	44
9.5	Minimum Threshold Score .....	44
9.6	Determination of Highest-Overall Rated Proposer .....	45

## **APPENDICES**

- A Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Exhibits 1-19. Forms that must be completed and included in the proposal.
- C Los Angeles Regional Contractor Development and Bonding Program and Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions**
- D Background and Resources: California Charities Regulation**
- E Infotech/BidExpress Guide**
- F Architect & Engineer Design Services Manual** (Dated March 1, 1996)
- G Architect & Engineer Design Services Manual Addendum 1** (Dated June 1, 2016)
- H Architect/Engineer Fee Schedule**
- I Design-Build Manual** (Dated June 2016)
- J Los Angeles County Sheriff's Department Custody Facility Clearance Application – Short Term rev.072023**
- K Los Angeles County Sheriff's Department Custody Facility Clearance Application – Long Term rev.02/27/2025**
- L Los Angeles County Sheriff's Department Confidentiality Agreement**
- M Los Angeles County Sheriff's Department Sheriff Station Long Term Clearance Application**

## **STANDARD EXHIBITS to APPENDIX A**

- A Statement of Work**
- B Countywide Community Workforce Agreement**
- C Federal Emergency Management Agency (FEMA) Standard Terms and Conditions with Certification Regarding Lobbying**
- D County's Administration**
- E Architectural/Engineering Consultant's Administration**
- F Forms Required at the Time of Contract Execution**
  - F1 Contractor Acknowledgement and Confidentiality Agreement**

## 1.0 SOLICITATION INFORMATION

1	<b>RFP Release Date</b>	April 16, 2026
2	<b>RFP Contact</b>	Ms. Rori Rubio via email: rrubio@dpw.lacounty.gov
3	<b>Optional Virtual Proposer's Conference</b>	Thursday, April 30, 2026, at 10:00 a.m.
4	<b>Bid Express Registration Deadline</b>	Tuesday, May 5, 2026
5	<b>Minimum Mandatory Requirements</b>	Please refer to Paragraph 4.0, Minimum Mandatory Requirements of the RFP.
6	<b>Written Questions Due</b>	Tuesday, May 5, 2026
7	<b>Proposals Due</b>	Tuesday, May 19, 2026, at 5:30 p.m.
8	<b>Number of Contract(s) Award</b>	<b>\$250M</b> program amount (shared) Category 1: 2 Medium, 3 Large = 5 total Category 2 General Projects: 6 Small, 3 Medium, 3 Large = 12 total Category 3 Justice Projects: 3 Small, 1 Medium, 4 Large = 8 total or as indicated in Paragraph 2.1-2.3.
9	<b>Contract Term</b>	3 year term plus (2) 2 year options (maximum total Contract term of 7 years).

- Read the entire RFP for more information
- The dates are subject to change at the County's discretion
- Registration is mandatory on Public Works "Do Business With Public Works" website to receive notification updates to this RFP

## 2.0 INTRODUCTION AND OVERVIEW

This Request for Proposals is a qualifications-based solicitation.

The County of Los Angeles (County) Public Works (Department) is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms to provide on-call architectural/engineering and support services for various medical, general, and justice projects located throughout Los Angeles County.

**This RFP consists of three categories:**

Category 1: Medical Projects

Category 2: General Projects

Category 3: Justice Projects

**Proposers may submit a proposal for only Category 1, Category 2, and/or Category 3. Proposers may submit a separate proposal for EACH Category 1, Category 2, Category and/or 3 as outlined in Paragraph 8 of this RFP.**

### 2.1 Category 1: Medical Projects

Category 1, Medical projects involve all types under the jurisdiction of the Department of Health Care Access and Information (HCAI) including hospitals buildings, hospital-related and outpatient facilities such as skilled nursing, laboratories, pharmacies, and infrastructure (central plants, emergency generator buildings, etc.) and non-HCAI facilities including medical related facilities such as medical office buildings and mental health facilities.

The objective for Category 1 is to select total of five (5) qualified firms from medium and large sized firms to provide the requested services as follows:

- 2 medium sized category firms
- 3 large sized category firms.

### 2.2 Category 2: General Projects

Category 2, General Projects, include new, remodeling, and addition projects of varying sizes at County facilities including, but not limited to, parks, community centers, libraries, and public housing.

The objective for Category 2 is to select total of twelve (12) qualified firms from small, medium, and large sized firms to provide the requested services as follows:

- 6 small sized category firms
- 3 medium sized category firms
- 3 large sized category firms

### **2.3 Category 3: Justice Projects**

Category 3, Justice Projects, include new, remodeling, addition, alteration, repair, refurbishment, and deferred maintenance projects of varying sizes at existing County justice facilities (law enforcement, correctional, courts, juvenile etc.).

The objective for Category 3 is to select total of eight (8) qualified firms from small, medium, and large sized firms to provide the requested services as follows:

- 3 small sized category firms
- 1 medium sized category firms
- 4 large sized category firms

### **2.4 Business Size Category:**

Each Proposer must self-certify that it is a small, medium, or large sized business enterprise according to the established criteria on the Business Size Enterprise Category Form (Exhibit 13) provided in this RFP. The County reserves the right to ask for any additional information to verify the information that the Proposer provides on the Business Size Enterprise Category Form, (Exhibit 13).

Prior to the award, the County reserves the right to increase or decrease the number of selected firms in any size category or the total number of Contracts (also referred to as Agreements).

Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

## **3.0 PURPOSE**

The County seeks to select a total of 25 consultants for on-call architectural and engineering services due to the large number of projects currently under construction and those anticipated to be under construction by Public Works. The resulting consultant service agreements will be used to augment Public Works' staff and expertise to rapidly provide on-call architectural/engineering and support services on various capital improvement projects located throughout the County of Los Angeles.

### **3.1 Statement of Work (SOW)**

Architectural/Engineering Consultant will be expected to implement the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) of this RFP.

### **3.2 Not used**

### 3.3 Contract: County Terms and Sum

Architectural/Engineering Consultant will be expected to implement the requirements outlined in Appendix A (Contract) of this RFP.

#### 3.3.1 Contract Term

Following successful negotiations, formal award of the Contract, and full execution by all parties, the County will issue a Notice to Proceed authorizing the Architectural/Engineering Consultant to commence on-call architectural/engineering services as specified in this RFP.

**3.3.2** The initial term of this Contract will be **three (3) years**, commencing on the date of full execution of the Contract and subsequent award by the Board of Supervisors. The County reserves the right, at its sole discretion, to extend the Contract for **up to two (2) additional two-year periods**. **The maximum total Contract term will not exceed seven (7) years**. No work will begin until the County has issued a Notice to Proceed.

**3.3.3** If the County authorizes the Architectural/Engineering Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services.

**3.3.4** County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

#### 3.3.5 Contract Rates

**3.3.5.1** Each selected Architectural/Engineering Consultant will be awarded an aggregate not-to-exceed program amount of \$250,000,000. Prior to contract award, the County reserves the right to: 1) increase or decrease the number of selected firms in any category or the total number of contracts; 2) decrease the \$250,000,000 not-to-exceed program amount; and/or 3) increase the \$250,000,000 not-to-exceed program amount by up to twenty-five percent (25%). Following contract award, the County reserves the right to supplement the initial not-to-exceed program amount by up to twenty-five percent (25%).

**3.3.5.2** All services performed by all firms awarded Agreements resulting from this solicitation shall be collectively referred to

herein as the "Program." The total, aggregate, not-to-exceed amount for the Program is \$250,000,000.

**3.3.5.3** The County may allocate the Program amount across any or all resultant Agreements that are awarded by the County at the County's sole and absolute discretion.

**3.3.5.4** The County does not warranty or represent that all, or any portion, of the Program amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize any selected firm to perform any work or services of any monetary amount.

### **3.3.6 Compensation**

The Architectural/Engineering Consultant shall be compensated monthly, based on work completed (or certain milestone completion date, if needed- list milestones) and approval by the County. Public Works will reimburse the Architectural/Engineering Consultant for additional copies of reports and any other written requests outside the Scope of Services. Mileage is not reimbursable, unless pre-approved in writing by County. Travel, car rentals, meals, airfare, etc. are not reimbursable, unless pre-approved in writing by County for trips requested by County. However, any approved travel expenses must not exceed the amount granted to County employees.

**3.3.6.1** County will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any subconsultants that were included in the Architectural/Engineering Consultant's original proposal. Public Works will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any Architectural/Engineering Consultant's employee or subconsultant that were included in the Architectural/Engineering Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract. The Architectural/Engineering Consultant must have prior written permission from Public Works to use any subconsultants not included in the Architectural/Engineering Consultant's original proposal.

The County will not pay a mark-up on the reproduction of any reports generated from the services listed in the RFP. The County will not pay a mark-up for processing agency permit fees.

- 3.3.6.2** Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.
- 3.3.6.3** The Architectural/Engineering Consultant's rates will remain firm and fixed for the term of the contract.
- 3.3.6.4** Not used
- 3.3.6.5** County will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any subconsultants that were included in the Architectural/Engineering Consultant's original proposal. Public Works will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any Architectural/Engineering Consultant employee or subconsultants that were included in Architectural/Engineering Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract. Architectural/Engineering Consultant must have prior written permission from Public Works to use any subconsultants not included in Architectural/Engineering Consultant's original proposal.
- 3.3.6.6** Not used
- 3.3.6.7** If requested by the Architectural/Engineering Consultant prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Paragraph 4.2 (Term of Contract) of Appendix A (Contract) may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the

contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties.

**3.3.7** Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization: When requested by the County, the Architectural/Engineering Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subconsultants using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Architectural/Engineering Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (SBE), (i.e., whether any of the listed subconsultants are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of each invoice submission, the Architectural/Engineering Consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Consultant to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in the Sample Contract, Liquidated Damages Paragraph, and that the Architectural/Engineering Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Architectural/Engineering Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Sample Contract, may deduct and withhold liquidated damages from County's final payment to the Architectural/Engineering Consultant.

### **3.3.8 Days of Operation**

The Architectural/Engineering Consultant is not required to provide services on [County recognized holidays](#).

### **3.3.9 Management of the Architectural/Engineering Consultant**

The Architectural/Engineering Consultant will take all formal direction from the County Project Manager who is assigned to administer the Contract operations for the Contract.

### **3.3.10 County's Ownership of Materials and Equipment**

All services provided by the Architectural/Engineering Consultant, and all materials, documents, reports, and other information of all types, including computer models developed by the Architectural/Engineering Consultant for the project, and all works based thereon, incorporated therein, or derived therefrom, and all intellectual property and proprietary rights in these materials, documents, reports, and other information of all types, shall be the sole and exclusive property of the County.

### **3.3.11 Indemnification and Insurance**

The Architectural/Engineering Consultant will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Contract). The Architectural/Engineering Consultant must procure, maintain, and provide to the County 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 A (Contract).

Proposer must complete the Proposer's Insurance Compliance Affirmation (Exhibit 15) and include it in Section F (Business Proposal Required Forms and Corporate Documents). The affirmation must cover both the Prime and subconsultants.

## **4.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Proposer must not have unresolved

questioned costs identified by the A-C, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

If the Proposer is submitting as a Joint Venture, each entity within the Joint Venture shall complete the certifications and forms. In addition, each entity within the joint venture shall meet the minimum mandatory requirements, if applicable.

Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information).

Proposer may not use subconsultant's experience to meet the Minimum Mandatory Requirements listed below.

#### **4.1 Category 1: Medical Projects**

- A. Prime firm must provide a Lead Project Manager/point of contact who shall be a licensed architect (valid and active license to practice in California) and have a minimum of 10 years of experience performing similar services as listed in Exhibit A, Statement of Work, on all types of HCAI projects.
- B. All firms' principles (owner of firm – if multiple owners, then at least one of them) shall have a minimum of 10 years of experience on all types of HCAI projects.
- C. All firms' proposed consultant Structural, Mechanical, Electrical, and Plumbing (MEP) managers shall have an active and valid Professional Engineer's license (licensed in California) and have a minimum of 10 years of experience on all types of HCAI projects.
- D. Proposer and all subconsultants shall meet the Local Office Requirement indicated in Section 4.4.

#### **4.2 Category 2: General Projects**

- A. Prime firm must provide a Lead Project Manager/point of contact who shall be a licensed architect (valid and active license to practice in California) and have a minimum of 10 years of experience performing similar services as listed in Exhibit A, Scope of Services on new, remodeling, and addition projects for governmental agencies.
- B. All firms' principles (owner of firm – if multiple owners, then at least one of them) shall have a minimum of 10 years of experience on general new, remodeling, and addition projects for governmental agencies.

- C. All firms' proposed consultant Civil, Structural, Mechanical, Electrical, and Plumbing (MEP) managers shall have an active and valid Professional Engineer's license (licensed in California) and have a minimum of 10 years of experience on general new, remodeling, and addition projects for governmental agencies.
- D. Proposer and all subconsultants shall meet the Local Office Requirement indicated in Section 4.4.

#### 4.3 Category 3: Justice Projects

- A. Prime firm must provide a Lead Project Manager/point of contact who shall be a licensed architect (valid and active license to practice in California) and have a minimum of 10 years of experience performing similar services as listed in Exhibit A, Statement of Work on new, remodeling, and addition justice facility projects for governmental agencies.
- B. Prime firm must provide a Technical Expert who is a licensed architect (valid and active license to practice in California), has a minimum of 10 years of experience performing similar services as listed in Exhibit A, Statement of Work, and has experience on two correctional or probation/juvenile facility projects, each of which is greater than \$2 million in construction cost within the last 20 years.
- C. All firms' proposed consultant Civil, Structural, Mechanical, Electrical, and Plumbing (MEP) managers shall have an active and valid Professional Engineer's license (licensed in California) and have a minimum of 10 years of experience on two correctional or probation/juvenile facility projects, each of which is greater than \$2 million in construction cost within the last 20 years.
- D. Proposer and all subconsultants shall meet the Local Office Requirement indicated in Section 4.4.

#### 4.4 Local Office Requirement

**Proposer and all subconsultants** must provide evidence of their respective established local offices within Los Angeles County or adjoining counties for **two complete calendar years** prior to the proposal deadline. For the purposes of this proposal, "local office" shall be defined as an office operated within the confines of Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. **Proposer and all subconsultants** shall certify that proposer's/subconsultant's firm shall conduct business at a local office by completing Exhibit 18, Local Office Certification Form. Proof of Local Office **must** be attached to the Local Office Certification Form for Proposer and all subconsultants.

The facilities shall be fully staffed and equipped to provide the services described in this RFP. No travel from the named counties to Los Angeles County, relocation, mileage, or markups on expenses will be reimbursed under this contract.

- 4.5 Cost Estimating Subconsultant Requirement:** All Prime Proposers in all categories 1-3 must include a cost estimating subconsultant.

## **5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **5.1 Representations Made Prior to Contract Execution**

The County 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.

### **5.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board 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 the County. 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.

### **5.3 County's Option to Reject Proposals**

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. The County 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. The County will not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

### **5.4 County's Right to Amend Request for Proposals**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, 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 the County. The County is not responsible for and will not be bound by

any representations otherwise made by any individual acting or purporting to act on its behalf.

## **5.5 Background and Security Investigations**

Background and security investigations of Architectural/Engineering Consultant's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Architectural/Engineering Consultant.

## **5.6 Sustainability**

The County is committed to the principles of sustainable development. The County Board of Supervisors has adopted the use of Envision as a standard for all County infrastructure projects to achieve sustainable development. *When applicable*, the Architectural/Engineering Consultant understands and agrees that the County will require the use of the Institute for Sustainable Infrastructure's Envision Sustainable Infrastructure Rating System on projects associated with this contract.

# **6.0 NOTIFICATION TO PROPOSERS**

## **6.1 Public Records Act**

**6.1.1** Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposals will become public records when:

- 1) Contract negotiations are complete; and
- 2) The Department receives a letter from the recommended Proposer's authorized officer confirming that the negotiated contract constitutes the firm offer of the recommended Proposer, which will not be revoked pending completion of the protest process outlined in this RFP and approval by the Board of Supervisors.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public records when the Department's 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 clearly marked "Trade Secret," "Confidential," or "Proprietary."

**6.1.2** The County will 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 will 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.

- 6.1.3** 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 "Confidential", "Trade Secrets", 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.

## **6.2 Contact with County Personnel and Code of Silence Period**

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to:

Attention Ms. Rori Rubio

E-Mail: [rrubio@pw.lacounty.gov](mailto:rrubio@pw.lacounty.gov)

Telephone: (626) 458-2584

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration. This prohibition of contacting other County personnel, unless otherwise approved in writing and directed by Contract Analyst, as of the issue date of this RFP and continuing until the date of award of Contract(s) will be referred to as the Code of Silence period.

## **6.3 Mandatory Requirement to Register on County's WebVen**

Prior to a contract award, all potential Architectural/Engineering Consultants must register in the 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 the County's home page at: <http://camisvr.co.la.ca.us/webven/>

## **6.4 Protest Policy Review Process**

- 6.4.1** The County will handle and process any and all protests in connection with this RFP according to the County of Los Angeles Contracting Manual, Countywide **Construction Contracting Policy Guidelines, No. P-05-04, "Bid Protests"**, dated March 31, 2003. Proposers who wish to file a protest shall do so in accordance with the requirements specified in Construction Contracting Policy Guideline No. P-05-04, which can be found at <http://dpw.lacounty.gov/general/bids/BidProtests.pdf>

#### 6.4.2 Policy Overview

The County of Los Angeles will process bid protests in a timely and consistent manner to assure that all prospective Architectural/Engineering Consultants are accorded fair and equal consideration for the award of County contracts.

#### 6.4.3 Purpose and Scope

The purpose of this Policy Guideline is to convey the County's general course of action for addressing bid protests asserted by prospective Architectural/Engineering Consultants. This guideline will address the administrative guidelines for protests arising from the acquisition of construction and construction-related services under both the Invitation for Bid (IFB) and Request for Proposal (RFP) methods of solicitation.

#### 6.4.4 Application and Responsibility

This Policy Guideline applies to all County departments involved in the Architectural/Engineering Consultant selection process for construction and construction-related contracts.

#### 6.4.5 Policy Guidelines

**6.4.5.1 Introduction.** Protests received by the County before contract award shall be immediately forwarded to the contract analyst issuing the IFB or RFP. The contract analyst will prepare a written response, reviewed by County Counsel if necessary, and approved by the department/agency head or his/her designee.

**6.4.5.2 Timely Filing.** The protest of a likely contract award to the apparent lowest bidder (IFB) or best-qualified firm or Architectural/Engineering Consultant (RFP) must be made prior to contract award. Untimely notice will not serve the interests of either party. Protests should be received by the County at the earliest practical time. For this solicitation, the deadline to submit the protest is five business days from the debriefing meeting with Contract Analyst or five business days from the receipt of selection notification, whichever is later.

**6.4.5.3 Post-Award Protests.** With respect to protests received after contract award, the County will not suspend contract performance or terminate the awarded contract unless so directed by the Board.

**6.4.5.4 Protest Format.** The protesting party's protest should reference all pertinent County, State, Federal, or local laws or regulations that are relied upon in support of the protest. Any documents relevant to the protest should be submitted. The County, at its discretion, may decide the protest without requesting further submittal(s) from the party submitting the protest. Thus, the initial protest should include all matters that the party wishes the County to consider in deciding the protest outcome. Such matters include, but are not limited to, the following:

- (1) The name and address of the party and its relationship to the procurement.
- (2) Identification of the proposed project or contract.
- (3) Description of the nature of the protest.
- (4) Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based (i.e., identification of the technical specifications or item of content in the IFB/RFP).
- (5) Copies of all (or any) documentation supporting the allegations in the protest.
- (6) Statement of the specific relief requested.

**6.4.5.5 Protest Submittal.** The best interests of the parties are served if the protest is (1) filed with the contract analyst, (2) filed in a timely fashion, and (3) filed in the format and detail described in Protest Format above. A Consultant may also appear in person before the Board. The Board, acting in the best interests of the County, may decide to continue with the award and acquisition subject to resolution of the protest.

**6.4.5.6 Protest Remedies.** A decision by the responsible official will be made based on the merits of the protest. A written response will be provided by the County and all findings and specified remedies will be considered final. The Board may suspend a contract upon a finding that the protest has merit and is based on solid legal principles.

**6.4.5.7 Authority for Administration of Protests.** The responsible official may assign contract analysts to conduct the administrative processing of protests filed with the County. Assigned contract analysts shall be responsible for proper

distribution of protest submittals and responses, coordination of staff evaluation of the protest, compliance with the time limits stated herein, and maintenance of all documents related to the protest. The responsible official shall request County Counsel to review and advise the contract analyst concerning any legal issues involved in protests.

## **6.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Consultant for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Consultant. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

## **6.6 Determination of Proposer Responsibility**

- 6.6.1** 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 the County's policy to conduct business only with responsible proposers.
- 6.6.2** Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the Subconsultants and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible.
- 6.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the 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 omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

- 6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 6.6.5** If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer will reside with the Board.
- 6.6.6** These terms will also apply to proposed Subconsultants of Proposers on County contracts.

## **6.7 Proposer Debarment**

- 6.7.1** The Proposer is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the 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 finds, in its discretion, that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the 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. These terms will also apply to proposed Subconsultants of Proposers on County contracts.
- 6.7.2** A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **6.8 Improper Considerations**

### **6.8.1 Attempt to Secure Favorable Treatment**

It is improper for any 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 the County's consideration of the Proposer's submission. A Proposer must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

### **6.8.2 Notification to County**

A Proposer must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544 6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **6.8.3 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.

## **6.9 County Lobbyist Ordinance**

The County 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. The complete text of the ordinance can be found in [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.

## **6.10 Consideration of GAIN/START Participants for Employment**

- 6.10.1** As a threshold requirement for consideration for contract award, Proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.
- 6.10.2** Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

## **6.11 Jury Service Program**

- 6.11.1** The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors (Architectural/Engineering Consultants) 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.

- 6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 2 (Certification of Compliance) of Appendix B (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, the County 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. The County's decision will be final.

## **6.12 Pending Acquisitions/Mergers by Proposing Company**

The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

## **6.13 Charitable Contributions Compliance**

**6.13.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register with the Registry of Charitable Trusts, which is maintained by the California Attorney General's Office. The 2004 Nonprofit Integrity Act, as approved and codified in California Government Code, Sections [12580-12599.10](#), increased Charitable Purposes Act requirements. Prospective Architectural/Engineering Consultants should carefully read Appendix D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

**6.13.2** All prospective Architectural/Engineering Consultants must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.

**6.13.3** Prospective County Architectural/Engineering Consultants that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required

Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County Architectural/Engineering Consultant that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

## **6.14 Defaulted Property Tax Reduction Program**

**6.14.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective Architectural/Engineering Consultants should reference 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 Property Tax Deduction Program) of Appendix A (Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Architectural/Engineering Consultants and their Subconsultants.

**6.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (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 Architectural/Engineering Consultant ([Los Angeles County Code, Chapter 2.202](#)).

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

## **6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking**

**6.15.1** On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Consultants engaged in human trafficking from receiving contract awards or performing services under a County contract.

**6.15.2** Consultants are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, Consultants are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

**6.16 Integrated Pest Management (IPM) Program Compliance**

**6.16.1** The County is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the implementation of an Integrated Pest Management Program (IPM Program) crafted to reduce the impact of pesticides and fertilizers to surface water.

**6.16.2** The prospective contract is subject to the requirements of the County's IPM Program. Two main components of the Program include a training component for Contractor employees who apply pesticides on County owned or maintained property, as well as monthly and annual reporting to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#).

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

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

**6.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Architectural/Engineering Consultant must 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.

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

**6.17.4** Upon contract award or at any time during the duration of the agreement/contract, an Architectural/Engineering Consultant may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

**6.18 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices**

**6.18.1** On May 29, 2018, the County 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](#). Additionally, on February 27, 2024, the County adopted Los Angeles County Code [Chapter 8.300](#) (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.

**6.18.2** Architectural/Engineering Consultants are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their Subconsultants, are in full compliance with [Section 12952](#) and [Chapter 8.300](#) of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Contract.

**6.18.3** Further, Architectural/Engineering Consultants are required to comply with the requirements under [Section 12952](#) and Los Angeles County Code [Chapter 8.300](#) for the term of any contract awarded pursuant to this solicitation.

**6.19 Prohibition from Participation in Future Solicitation(s)**

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s).

A Proposer, or a Architectural/Engineering Consultant or its subsidiary or Subconsultant (“Proposer/Contractor”), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Architectural/Engineering Consultant is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Architectural/Engineering Consultant has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will

result in the disqualification of the Proposer/Architectural/Engineering Consultant from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

## **6.20 Community Business Enterprise (CBE) Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

Proposers must document the steps taken to ensure the participation of CBEs, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The following activities and supporting documentation may serve as evidence of good-faith efforts to engage CBEs. These examples are not exhaustive, and proposers may include other relevant activities that demonstrate their commitment.

- 6.20.1** Proposer may attend any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
- 6.20.2** Proposer will identify and select specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation.
- 6.20.3** Proposer will advertise, not less than ten calendar days before proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade-oriented publications, trade journals, for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
- 6.20.4** Proposer will provide written notice interest in proposing on the project to certified CBEs not less than ten calendar days prior to proposal submittal.
- 6.20.5** Proposer will follow up initial solicitations of interest by contacting the CBEs to determine whether they are interested in performing specific items of the project.
- 6.20.6** Proposer will provide interested CBEs with information about the project and requirements for selected subconsultants.

- 6.20.7** Proposer will request assistance from minority and women community organizations; minority and women contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Economic Opportunity (DEO), and other outreach agencies.
- 6.20.8** Proposer will negotiate in good faith with the CBEs and will not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
- 6.20.9** Where applicable, Proposer will advise and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 6.20.10** Proposer's efforts to obtain CBE participation will reasonably be expected by the County to produce a level of participation sufficient to meet County goals and requirements.
- 6.20.11** Proposer will identify if it is a certified CBE. The Proposer's CBE participation will be reflected in the CBE Form
- 6.20.12** The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender, and will be based solely on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## **6.21 Contribution and Agent Declaration**

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subconsultants must complete and return as part of the proposal, the Contribution and Agent

Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subconsultants must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subconsultant(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subconsultant(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subconsultants are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

**6.22** Not used.

**6.23 Los Angeles Regional Contractor Development and Bonding Program**

**6.23.1** Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, see Appendix C and D, of the RFP.

**6.24 Countywide Community Workforce Agreement**

**6.24.1** The Countywide Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions was fully executed on June 7, 2023, provided in Exhibit B of Appendix A (Contract). Pursuant to the Board's direction and executed Countywide CWA, Countywide CWA will apply to projects that have been or will be in the future approved by the Board for Countywide CWA.

**6.24.2** If a project is covered by the Countywide CWA, County will inform the Contractor of this fact prior to the issuance of any Notice to Proceed. The Contractor shall thereafter comply with all terms and conditions of the Countywide CWA for the entire duration of that project. The Countywide CWA shall be deemed incorporated in full into this agreement including,

but not limited to, the provisions regarding the hiring of workers for the Project by the Contractor and all of its subcontractors of all tiers. When assigned work on a Countywide CWA project, Contractor shall immediately execute and return to the County the Letter of Assent, attached to the Countywide CWA as Exhibit C, and shall cause each of its subcontractors of all tiers to also execute and return to the County a copy of the Letter of Assent.

- 6.24.3** Any portion of any fees or costs that Contractor or any of its subcontractors contend are: (1) directly caused by the requirements of the Countywide CWA on a Countywide CWA project; and (2) would not be incurred had the project not been a Countywide CWA project must be disclosed to and negotiated with the County Project Manager for a Countywide CWA project in advance of the Contractor or any of its subcontractors' work on that project. Any such agreed upon fees will be included in a written Notice to Proceed that is issued by County for a Countywide CWA project. All subsequent invoices for work on a Countywide CWA project must include detailed documentation that shows the Countywide CWA-related fees.

**6.25 Proposals Submitted**

Only one proposal from an individual, firm, partnership, corporation, or association may be submitted. Using the same or different names to submit additional proposals is not acceptable, and such proposals will not be considered. If the County has reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated, the proposal may be rejected as nonresponsive and/or nonresponsible.

In addition, if the County has any reason to believe that collusion exists among the Proposers, the proposals will be rejected, and such Proposers and participants may be subject to debarment.

**6.26 Not used**

**6.27 Not used**

**6.28 Prevailing Wage**

**These services will consist of both prevailing wage work and non prevailing wage work.**

- 6.28.1** For "public works" projects as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The following provisions of this Section shall apply.

- 6.28.2** A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code section 1725.5. Some exceptions allow Contractors to bid on federally funded projects or submit joint venture bids without first being registered, as long as the Contractors that are parties to the joint venture and the joint venture are registered at the time the contract is awarded pursuant to California Labor Code 1771.1.
- 6.28.3** The County shall not accept any bid nor award any contract without proof of the Contractors and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (<https://services.dir.ca.gov/gsp>) must be attached in applicable part of the bid package. The bid submitted by an unregistered Contractor shall be basis for considering the bid non-responsive [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1].
- 6.28.4** An inadvertent error in listing an unregistered subcontractor pursuant to Labor Code section 1725.5 in a bid proposal shall be grounds for considering the bid non-responsive, unless:
- (1) The subcontractor is registered prior to the bid opening.
  - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
  - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- 6.28.5** All Contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.
- 6.28.6** The prime Contractor is required to post job site notices prescribed below:

**8 Calif. Code Reg. §16451(d):**

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract*

*for public work and to all Contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

Local Office Telephone Number:

Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330

*“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.*

*“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.”*

- 6.28.7** In addition, electronic certified payroll records must be submitted to the County through an online system designated by the County when requested by County.

## **6.29 Federal Emergency Management Agency (FEMA) Standard Terms and Conditions**

When applicable, Architectural/Engineering Consultant shall comply with Exhibit C of Appendix A (Contract) Federal Emergency Management Agency Standard Terms and Conditions.

**6.29.1** Proposer is to complete Certification Regarding Lobbying (Exhibit 17) and must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

## **7.0 COUNTY'S PREFERENCE PROGRAMS**

### **7.1 Overview of County's Preference Programs**

**7.1.1** The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board 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.

**7.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at: [https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).

**7.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.

**7.1.4** 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.

### **7.2 Preference Program Enterprises (PPEs) - Prompt Payment Program**

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

## **8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION**

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

### **8.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Department's sole judgment and their judgment will be final. All proposals must 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.

### **8.2 Proposers' Questions**

**8.2.1** Proposers may submit written questions regarding this RFP by e-mail to RFP contact identified in paragraph 1.0 (Solicitation Information) and all questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information); all questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

**8.2.2** When submitting questions, please specify the RFP, 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. County reserves the right to group similar questions when providing answers.

### **8.3 Optional Proposers' Conference**

An Optional (Virtual) Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential Proposers. If mandatory, all potential Proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference link will be posted on Public Works' website on the day of the Conference:  
<https://dpw.lacounty.gov/contracts/opportunities.aspx>

### **8.4 Preparation of the Proposal**

One (1) proposal must be submitted, consisting of a Business Proposal and a Cost Proposal by the date and time listed in Paragraph 1.0 (Solicitation Information). All proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

## **8.5 Business Proposal Requirements and Evaluation Criteria (250 points total)**

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

### **Business Proposal Format:**

The format of the proposal is the same for all Categories 1, 2, and 3, unless otherwise noted.

#### **8.5.1 Table of Contents**

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

#### **8.5.2 Executive Summary (Section A)**

Proposers are encouraged to follow the outline below when preparing their Executive Summary. While the format is not mandatory, using this structure will help ensure the Department receives a clear and consistent overview of each proposal.

Suggested outline:

- **Proposer must indicate which category the proposal is for – Category 1 (Medical Projects), Category 2 (General Projects), or Category 3 (Justice Projects). If submitting a proposal for more than one category, a separate proposal must be submitted for each category.**
- Organization Information (name, address, type of firm)
- Authorized Contact (name, address, e-mail, phone)
- Proposal Highlights (approach, qualifications, experience, staffing)
- Confidentiality Confirmation (redacted proposal included, or confirmation that no redactions are required per Subparagraph 8.8.1.4)

#### **8.5.3 Proposer's Qualifications (Section B)**

Proposer will be evaluated on their qualifications and capacity as a corporation or other entity to perform the required services based on information provided in this paragraph.

##### **8.5.3.1 Proposer's Background and Qualifications (Section B.1 – 80 points)**

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements for the Category you are proposing on) of this RFP and has the capability to perform the required services as a corporation or other entity.

1. On Form 330, Section E, A/E Firm and major subconsultants to provide resumes of key personnel proposed for services indicated in Exhibit A. Key personnel shall include staff involved with this contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A. Include designation of an experienced senior individual as the Supervisor/Administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with Exhibit A, Statement of Work. Also, complete Sections A-C of Form 330. List every subconsultant under Form 330, Section C.
2. Provide an organizational chart indicating structure of A/E firm and major subconsultants, including location of each firm. Major subconsultant disciplines are listed in Exhibit A.
3. Describe A/E Firm resources, including available hardware, software capabilities, BIM, etc., and staffing support.

#### **8.5.3.2 Proposer's Reference Survey (Section B.2 – 30 points)**

Proposer (primary firm) must provide five references from different contracts within the past ten years, where similar services listed in Exhibit A (SOW) of Appendix A (Contract) were performed. Each Reference Form shall include: organization name; type of organization (county, city, state, federal, or private); services provided; service dates; and contact information (name, title, phone, email).

**All five references must correspond to the five projects identified in Section 8.5.4.2 of your proposal. Only three references will be evaluated. The County reserves the right to determine which three references will be scored. In selecting the references to be scored, priority will be**

given in the following order: 1. Los Angeles County Public Works Projects, 2. Projects for other Los Angeles County departments, and 3. Other projects providing similar services. If all five projects are non-Los Angeles County projects, then the three highest scoring projects with similar services as listed in Exhibit A and from projects listed in Section 8.5.4.2 of your proposal will be used. References from projects not listed in section 8.5.4.2 will not be used. NOTE: if you are proposing for more than one category, the proposal shall include five (5) references for each category.

It is the Proposer's responsibility to contact these references for completion of the Performance History Reference forms (**Exhibit 10**): County of Los Angeles and/or Non-County of Los Angeles Performance History Reference and second page Non-County of Los Angeles Performance History Reference Evaluation Checklist-CARD located in the Required Certification Forms section of this RFP. The second page Non-County of Los Angeles Performance History Reference Evaluation Checklist-CARD is only required for Non-County of Los Angeles references because the County maintains databases that track/monitor performance history for County contracts. **These Performance History Reference forms must be completed and signed by each reference, who will email the form directly to the County Contract Analyst for this solicitation. It is recommended that the Proposer ask the County Contract Analyst for a confirmation email that the five Performance History References have been received for each Category they submit a proposal for. The confirmation email can be printed and included in this Performance History References section of the proposal.**

It is the Proposer's responsibility to ensure that its references respond promptly. Late submission of Performance History Reference forms will not be accepted after proposal deadline. Public Works may contact references for any reason during the solicitation process; however Public Works will not contact these references to conduct the survey.

### **Reference Survey Scoring:**

- 1) Each reference survey will be reviewed and scored, with up to 10 points per survey (maximum 30 points).
- 2) Proposer shall receive 1.43 points for each positive response, up to 10 points per survey.
- 3) Questions not answered shall receive zero points.
- 3) County review will also include the Contract Database and Contractor Alert Reporting Database (CARD), if applicable, as well as terminated contracts. Deductions may be applied as follows:
  - a. 100% if Proposer has two or more confirmed active CARD issues;
  - b. 75% of points awarded for one confirmed active CARD issue; and
  - c. 25% of points awarded if Proposer has three or more issues that were resolved within the last five years.
- 4) Reference surveys must be fully completed and signed by personnel currently employed with the reference organization; incomplete surveys will not be scored.
- 5) Proposers submitting as joint ventures must provide references demonstrating the experience of all participating firms. References for completed joint venture projects must be listed first, followed by references validating each firm's individual experience.

### **8.5.3.3 Proposer's Debarment History and List of Terminated Contracts (Section B.3)**

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

#### **8.5.3.4 Proposer's Pending Litigation and Judgments (Section B.4)**

The County will conduct a review of Proposer's pending litigation and judgments to determine the significance of any litigation or judgments pending against the Proposer.

Proposer's completed certification form of Exhibit 12 (Civil Litigation) in Appendix B (Required Forms), must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal).

#### **8.5.4 Experience (Section C - 120 points)**

Proposer will be evaluated on their experience to meet the County's requirements based on information provided in this paragraph.

**Proposers shall complete Section C 8.5.4 Experience based on the Category they are submitting a proposal for:**

**8.5.4.1** On Exhibit 19, Prime A/E firm to provide a **list** of 10 different projects completed within the last 10 years that demonstrate your ability and experience as the Prime architect for the following, but not limited to, types of projects listed under the appropriate category in Table 1 below. Do not include a narrative.

A/E firm may provide more than one project for any type, and do not need to provide a project for every type of project under each Category. Design and construction of each project must be completed. In progress projects and projects with the construction completion dates left blank may not be scored.

**8.5.4.2** On Form 330, Section F, Prime A/E firm to provide a **detailed narrative** of **5** different projects chosen from the projects listed in Section 8.5.4.1, completed within the last 10 years that demonstrate your ability and experience as the Prime architect for the following, but not limited to, types of projects listed under the appropriate category in the table below.

A/E firm may provide more than one project for any type, and do not need to provide a project for every type of project under each Category. Design and construction of each project must be completed. In progress projects and projects with construction completion dates left blank may not be scored.

Each project provided for under Section 8.5.4.2 will be scored as to how well it demonstrates the Prime Architect’s ability and experience on that particular project.

**Table 1**

<b>Category 1 Medical Projects</b>	<b>Category 2 General Projects</b>	<b>Category 3 Justice Projects</b>
<ul style="list-style-type: none"> <li>a. Acute Hospitals</li> <li>b. Sub-Acute Health Facilities</li> <li>c. Acute and Sub-Acute Mental Health Facilities</li> <li>d. Laboratories</li> <li>e. Pharmacies</li> <li>f. Hospital Central Plants</li> <li>g. Hospital Generator Facilities</li> </ul>	<ul style="list-style-type: none"> <li>a. Animal Care Centers</li> <li>b. Office Buildings</li> <li>c. Fire Stations</li> <li>d. Community Centers</li> <li>e. Libraries/Museums/Galleries</li> <li>f. Recreational Facilities (parks, pools, gymnasiums)</li> <li>g. Telecommunication/Data/IT Facilities</li> <li>h. Health Facilities (Non-HCAI)</li> <li>i. Public Housing (Interim, Supportive, and Affordable Housing)</li> </ul>	<ul style="list-style-type: none"> <li>a. Law enforcement Facilities</li> <li>b. Jails/Prisons</li> <li>c. Correctional Facilities</li> <li>d. Detention Centers</li> <li>e. Courts</li> <li>f. Probation/Juvenile Facilities</li> </ul>

**Categories 1-3 Sections 8.5.4.3 through 8.5.4.7:** Firm may use the same project(s) to demonstrate experience for multiple services. The same projects used by the Firm in Section 8.5.4.1 may also be used here.

**8.5.4.3** On Form 330, Section F, A/E Firm to provide 1 project (completed within the last 10 years), that indicates experience as the prime architect with **Building Evaluation Services.**

**8.5.4.4** On Form 330, Section F, A/E Firm to provide 1 project (completed within the last 10 years), that indicates experience as the prime architect with **Constructability Review Services.**

- 8.5.4.5** On Form 330, Section F, A/E Firm to provide 1 project (completed within the last 10 years), that indicates experience as the prime scoping architect with **Design-Build Services.**
- 8.5.4.6** On Form 330, Section F, A/E Firm to provide 1 project (completed within the last 10 years), that indicates experience as the prime scoping architect with **Design/Peer Review Services.**
- 8.5.4.7** On Form 330, Section F, A/E Firm to provide 1 project (completed within the last 10 years), that indicates experience as the prime scoping architect with **Master Planning Services.**
- 8.5.4.8** Based on the information provided in 8.5.4.3-8.5.4.7, A/E Firm will be rated on **overall experience and ability to provide as-needed A/E consultant services** for the wide range of services outlined in the Scope of Services of the RFP, and projects included in 8.5.4.1.

**8.5.5 Proposer’s Quality Control Plan (Section D – 20 points)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of this Contract are provided as specified.

Proposer must present a comprehensive QCP to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Contract).

The following factors may be included in the QCP:

- Activities to be monitored to ensure compliance with all contract requirements.
- Monitoring methods to be used.
- Frequency of monitoring.
- Samples of forms to be used in monitoring.
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

**8.5.6 Acceptance of Terms and Conditions of Contract and Requirements of Statement of Work and Attachments (Section E)**

**8.5.6.1** Every Proposer has a duty to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer must accept the terms and conditions outlined in Appendix A (Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).

The County will not accept any exceptions, additions, conditions, limitations, modifications or provisions to the Contract or the County's requirements in the Statement of Work.

The County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

**8.5.6.2** **Section E** of Proposer's response must include a statement affirming acceptance of the requirements listed in Exhibit A (SOW and Attachments) and the conditions contained in Appendix A (Contract).

The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion.

**8.5.7 Business Proposal Required Forms and Corporate Documents (Section F)**

**8.5.7.1** The Business Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms), unless otherwise specified to be submitted separately.

**8.5.7.2** Proposer must submit all Exhibits. Subconsultants (if any) must complete Exhibit 2 Certification of Compliance, Exhibit 9 Contribution and Agent Declaration Form, Exhibit 17 Certification Regarding Lobbying (in FEMA Provisions), Exhibit 18 Local Office Certification, and Exhibit 21 Declaration form.

**8.5.7.3** If the Proposal is submitted as a Joint Venture, each entity within the Joint Venture shall complete all certification forms listed below

**Exhibits:**

- Exhibit 1: Organization Questionnaire/Affidavit
- Exhibit 2: Certification of Compliance\*
- Exhibit 3: Not used.
- Exhibit 4: Debarment History and List of Terminated Contracts
- Exhibit 5: Community Business Enterprise (CBE) Information
- Exhibit 6: Subconsultant Certification Form
- Exhibit 7: Minimum Mandatory Requirements
- Exhibit 8: List of Public Entities
- Exhibit 9: Contribution and Agent Declaration Form\*  
***provide in a separate PDF file***
- Exhibit 10: Reference Survey Form (confirmation email)
- Exhibit 11: Certification to Comply with Countywide Community Workforce Agreement
- Exhibit 12: Civil Litigation History
- Exhibit 13: Business Category Selection
- Exhibit 14: DIR Registration\*
- Exhibit 15: Proposer's Insurance Compliance Affirmation
- Exhibit 16: Certification of Compliance - Contact with County Personnel and Compliance with Code of Silence Period
- Exhibit 17: Certification Regarding Lobbying\*
- Exhibit 18: Local Office Certification\*
- Exhibit 19: Prime Architect Project List
- Exhibit 20: Form 330
- Exhibit 21: Declaration\*

\* Subconsultant forms

**Note:** Any change, edit, deletion, incomplete, missing, etc., of these forms by the Proposer may subject the Proposal to disqualification, at the sole discretion of the County.

#### **8.5.7.4 Corporate Documents**

**1) Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the proposal:

- A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 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.

**2) 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.

#### **8.5.8 CBE Participation (Section G)**

Include documentation of Proposer's good faith efforts to meet the CBE participation goal specified in Paragraph 6.20, CBE Participation.

#### **8.6 Not used**

#### **8.7 Firm Offer-Withdrawal of Proposal**

Before the submission deadline, proposers may withdraw their proposal in writing and resubmit a corrected version. After the deadline, no withdrawals or corrections will be permitted.

#### **8.8 Proposal Submission**

Proposers must submit one proposal by the date and time listed in Paragraph 1.0 (Solicitation Information). Proposals must be submitted by one of the following methods:

##### **8.8.1 BidExpress Submission**

Submit electronically via [www.bidexpress.com](http://www.bidexpress.com), in accordance with Paragraph 1.0 (Solicitation Information).

**8.8.1.1** Registration and an InfoTech Digital ID are required prior to the deadline. There is a nominal service fee to use BidExpress.

**8.8.1.2** Restrictions: Email submissions, hard copies, and linked documents will not be accepted. All documentation must be uploaded as attachments.

**8.8.1.3** File upload limits: 10 MB per file to 50 files for a total of 500 MB. Proposers should plan ahead to allow sufficient time for uploading.

Updated instructions for Infotech/BidExpress can be found [here](#).

**8.8.1.4** Proposers must also include, if applicable, one redacted Business Proposal in searchable Adobe Portable Document Format (PDF), with only actual confidential, proprietary and trade secret information. With respect to this requirement, Proposer must submit one (1) electronic copy in searchable PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

**8.8.1.5** If submitted via BidExpress, do not send USBs or other materials to the County.

## **8.8.2 USB Flash Drive Submission:**

Submit electronic Business Proposal in PDF form, in a sealed envelope, with the name and address of the Proposer and reference the solicitation as specified 8.8.2.2.

- One (1) electronic copy.
- One (1) redacted electronic copy as described in 8.8.1.4, or a statement in the Executive Summary letter that no redacted information of any confidential, proprietary and/or trade secret information was included in Business Proposal.

**8.8.2.1** Restrictions: Email submissions and hard copies will not be accepted. All documentation must be included as attachments in the electronic files, not as links.

**8.8.2.2** The Proposal must be delivered or mailed to:

Los Angeles County Public Works  
Cashier's Office  
900 South Fremont Avenue  
Alhambra, CA 91803  
Attention: Rori Rubio, Contract Analyst  
On-Call Architectural/Engineering and Support Services  
Category \_\_\_\_\_ (1,2, or 3)  
RFP NUMBER: BRC0000653

**8.8.2.3** Proposals are considered received only when time-stamped by the Cashier's Office. All other indications of delivery may be disregarded.

**8.8.3** Responsibility for Timely Submission

It is the sole responsibility of the Proposer to ensure that its proposal is received before the submission deadline. Proposers bear all risks associated with delays in delivery. Any late proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information), will not be accepted and will be returned to sender unopened.

**8.8.4** As stated in Paragraph 8.1, all proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

## **9.0 SELECTION PROCESS OVERVIEW**

### **9.1 Adherence to meet the Minimum Mandatory Requirements and Pass-Fail Review**

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 7 (Minimum Mandatory Requirements), Exhibit 9 (Contribution and Agent Declaration Form), and Exhibit 15 (Proposer's Insurance Compliance Affirmation) in Appendix B (Required Forms), along with each proposer's statement of compliance with the Contract Terms and Conditions in Appendix A, to determine whether the pass-fail review requirements for this RFP are met.

Failure of the Proposer to comply with the Minimum Mandatory Requirements and pass-fail review may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

## **9.2 Selection Process**

The County 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(s). The selection process will begin with receipt of the proposal on the date outlined in Paragraph 1.0 (Solicitation Information).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Architectural/Engineering Consultant. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

## **9.3 Evaluation of Business Proposals**

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low.

**9.3.1** Proposer's Background and Qualifications: 80 points

**9.3.2** Proposer's Reference Survey: 30 points

**9.3.3** Proposer's Experience: 120 points

**9.3.4** Proposer's Quality Control Plan: 20 points

## **9.4 Oral Interviews**

Public Works reserves the right to conduct oral interviews for each Category with high ranked Proposers or as appropriate and in the best interest of the County for the number of proposers as indicated in Paragraph 2.1-2.3. Should interviews be conducted, Proposers will be evaluated using a 50-point total cumulative score rating according to the following criteria:

Summary of Scoring:

**9.4.1** Presentation (30 points)

**9.4.2** Responsiveness to Direct Questions (20 points)

## **9.5 Minimum Threshold Score**

A threshold of 50% applies to this solicitation. Proposers must receive a minimum of 50% of the written evaluated score to be considered for oral interview (if any) and in order to be eligible for contract award. Any Proposer receiving less than 50% of the total score may be disqualified from consideration for contract award.

## **9.6 Determination of Highest-Overall Rated Proposer**

- 9.6.1** The County will combine each Proposer’s business proposal evaluation score, and its oral interview evaluation score, if conducted, to arrive at a total cumulative (or “final”) score, which will be used to determine and select the highest-overall ranked Proposer(s). When the recommendation by the Evaluation Committee is approved by the Department, the highest ranked Proposer(s) will be invited to negotiate fees that are fair and reasonable to the County, for the Scope of Services. If the County is unable to negotiate fair and reasonable fees with the highest ranked Proposer(s), the County reserves the right, in its sole discretion, to select additional firms in order of their competence and qualification, and continue negotiations until County has negotiated a satisfactory contract with the number of firms indicated in Paragraph 1.0 (Solicitation Information).
- 9.6.2** In the event that additional elements, changes, or enhancements to existing elements contained in this RFP may be required, the County reserves the right to negotiate with the Architectural/Engineering Consultant(s) to cause these changes to be incorporated in the Agreement.
- 9.6.3** The recommendation to award a contract will not bind the Board to award a contract to the prospective Architectural/Engineering Consultant.
- 9.6.4** The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

# **APPENDIX A**

## **Sample Contract**

**APPENDIX A**



**SAMPLE CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONSULTANT)**

**FOR**

**ON-CALL ARCHITECTURAL/ENGINEERING  
AND SUPPORT SERVICES**

## **STANDARD EXHIBITS**

- A. Statement of Work
- B. Countywide Community Workforce Agreement with Attachment A Letter of Assent
- C. Federal Emergency Management Agency Standard Terms and Conditions with Certification Regarding Lobbying
- D. County's Administration
- E. Architectural/Engineering Consultant's Administration
- F. Forms Required at the Time of Contract Execution
  - F1 Contractor Acknowledgement and Confidentiality Agreement

**SAMPLE CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

---

**FOR  
ON-CALL ARCHITECTURAL/ENGINEERING AND SUPPORT SERVICES**

This Contract (“Contract”) is made and entered into on **Enter Date (“Execution Date”)**, by and between the County of Los Angeles, hereinafter referred to as “County,” and **Consultant Name**, hereinafter referred to as “Consultant.” **Consultant Name** is located at **Consultant Address**.

**RECITALS**

**[When the firm identifies its business category (private, public, or nonprofit), select the corresponding WHEREAS clause stating that the County may contract with that type of entity.]**

WHEREAS, the County may contract with **private** businesses for On-Call Architectural/Engineering and Support Services when certain requirements are met; and

WHEREAS, the Consultant is a **private (public, non-profit)** firm specializing in providing On-Call Architectural/Engineering and Support Services; and

WHEREAS, on **MONTH DAY YEAR** the Board delegated authority to the Director of Public Works or his designee, to execute this Contract and any and all amendments; and

WHEREAS, this Contract is authorized under Section 2.18.030 of the Los Angeles County Code and Government Code Section 31000.9; and

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and incorporated into this Contract.

In addition, the Consultant's Proposal, the Request for Proposals – BRC0000653 (RFP), and all Notices to Proposers issued in connection with the RFP are incorporated herein by reference and will form a part of this Contract. The COUNTY and the CONSULTANT agree that these documents collectively constitute the 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 will 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:

- Exhibit A Statement of Work
- Exhibit B County Community Workforce Agreement
- Exhibit C Federal Emergency Management Agency Standard Terms and Conditions w/Certification Regarding Lobbying
- Exhibit D County's Administration
- Exhibit E Architectural/Engineering Consultant's Administration
- Exhibit F Forms Required at the Time of Contract Execution
- Exhibit G Pricing Schedule

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

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.

- 2.1.2 Contract:** This agreement executed between County and Consultant. Included 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.
- 2.1.3 Consultant:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Consultant's Project Manager:** The person designated by the Consultant to administer the Contract operations under this Contract.
- 2.1.5 County:** County means either County of Los Angeles; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.7 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 County's 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 Consultant.
- 2.1.10 County's Representative:** Director or Director's authorized representative represents County in all matters pertaining to the services to be rendered pursuant to this Contract.
- 2.1.11 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.13 Department:** The Los Angeles Public Works, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.14 Director:** Director of Public Works.

- 2.1.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 Statement of Work:** A written description of the work to be performed by Consultant to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.17 Subcontract:** An agreement by the Consultant to employ a subconsultant to provide services to fulfill this Contract.
- 2.1.18 Subconsultant:** 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 Consultant in furtherance of Consultant's performance of this Contract, at any tier, under oral or written agreement.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Consultant must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Consultant provides any tasks, deliverables, goods, services, or other work, not specified in this Contract or in Exhibit A (Statement of Work and Attachments), or performed outside the Contract Term, such work will be deemed gratuitous and at the Consultant's sole risk. The Consultant will not proceed with any such additional services or expenditures without a written amendment to this Agreement executed in advance, as set forth in Paragraph 8.1 (Amendments). The Consultant will have no claim whatsoever against the County for any such work or expenditures.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be three years commencing on the date of full execution of the Contract, unless sooner terminated or extended, in whole or in part, as provided in this Contract. No work will proceed until a Notice to Proceed is issued by the County. County does not guarantee or promise that any work will be assigned to Consultant under this Contract until a written Notice to Proceed is issued by the County.
- 4.2** The County will have the sole option to extend this Contract term for up to two additional two (2) year periods, for a maximum total Contract term of 7 years. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board.

- 4.3 Consultant Alert Reporting Database (CARD): The County maintains a database that tracks/monitors Consultant performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Consultant must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant must send written notification to Department at the address herein provided in Exhibit D (County's Administration).
- 4.5 If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 This Contract is one of several contracts that the County has awarded as a result of the RFP. All of the services performed by all of Consultants awarded contracts resulting from the RFP are collectively referred to herein as the "Program." The total, aggregate, not-to-exceed monetary amount for the Program is \$250,000,000. As provided for in the RFP, the County may allocate the Program amount across any or all of resultant contracts that are awarded by the County, in any manner that the County determines in the County's sole and absolute discretion.
- 5.1.2 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A Scope of Work and Attachments , including receipt and acceptance of such work by Director, County agrees to pay the Consultant up to the total, aggregate amount(s) set forth in any Notices-to-Proceed that County may issue to the Consultant in connection with this Contract, and subject to the aggregate, not-to-exceed Program amount of \$250,000,000 in the manner set forth in Paragraph 5.1.1.
- 5.1.3 The Contract Sum under this contract will be the total monetary amount payable by County to Consultant for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Consultant will provide services at the rates identified in Exhibit G (Pricing Schedule).
- 5.1.4 At the sole discretion of the Director, or his/her designee, the initial contract/program amount may be supplemented by up to \$330,000, per

amendment, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original contract amount. The amendment/change order shall be executed in accordance with Paragraph 8.1, Amendments. Work will be based on Consultant's Pricing Schedule in Exhibit G.

**5.1.5** The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected Consultant(s) to perform any work or services of any monetary amount.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

The Consultant must maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Consultant must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

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

## **5.5 Invoice Information and Payments**

**5.5.1** To ensure timely processing, the Consultant's invoice must include all information required by the County. At a minimum, the invoice shall contain the following applicable items:

- a. Remit to address (update change of address on Vendor Registration, when necessary)

- b. Company name, and phone number
- c. Invoice date
- d. Invoice number
- e. Time period covered by invoice (billing period)
- f. Project title/description
- g. Specs. Number and C.P. number (if applicable)
- h. Contract Number (PW#)
- i. Supplemental Agreement Number (if applicable)
- j. DSR number (for earthquake work)
- k. Project Number (for earthquake work)
- l. Los Angeles County Building ID (for earthquake work)
- m. Federal ID Number or Vendor Code (for earthquake work)
- n. Contract amount or Notice to Proceed amount
- o. Amount due on this invoice
- p. Separate direct cost and indirect costs amount (federal projects and non-federal contracts)
- q. Contract balance remaining after this invoice
- r. Detailed description of services provided
- s. Back-up material supporting reimbursable expenses (receipts, etc.)
- t. A blank space approximately 3x5 inches on the page showing the total amount due, reserved for Public Works use.

- 5.5.2** The County's Project Manager will assist the Consultant in establishing the correct invoicing procedures.
- 5.5.3** The Consultant will send a complete copy of each invoice, with all supporting documentation, to both the County's Project Manager and Account Payable. Refer to County Administration, **Exhibit D**.
- 5.5.4** The Consultant and subconsultants must update their Vendor Registration when there is a change of address via the Vendor Portal: <https://camisvr.co.la.ca.us/Webven/>
- 5.5.5** The Consultant must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Consultant must prepare invoices, which will include the charges owed to the Consultant by the County under the terms of this Contract.
- 5.5.6** The Consultant's invoices must be priced in accordance with Exhibit G (Pricing Schedule). The Consultant will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Consultant for that work.
- 5.5.7** The Consultant must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

### **5.5.8 County Approval of Invoices**

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

### **5.5.9 Preference Program Enterprises - Prompt Payment Program (if applicable)**

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

## **5.6 Cost of Living Adjustments (COLAs)**

If requested by the Consultant prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Paragraph 4.2 - Term of Contract may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the Contract, it will require a written amendment to the Contract first, that has been formally approved and executed by the parties. To request a COLA, Consultant must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to the contract renewal date" or "exercising the additional option year periods identified in Paragraph 4.2.

## **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds

Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2** The Consultant must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, a Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Consultant in writing of any changes as they occur.

### **6.2 County's Project Representative**

The role of the County's Project Representative may include:

- 6.2.1** Coordinating with Consultant and ensuring Consultant's performance of the Contract; however, in no event will Consultant's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Consultant, providing direction to the Consultant, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Consultant's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Consultant's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Consultant; however, in no event will

Consultant's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's 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 County in any respect whatsoever.

#### **6.4 County's Project Monitor**

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Consultant's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

#### **6.5 County's Contract Analyst**

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

### **7.0 ADMINISTRATION OF CONTRACT - CONSULTANT**

#### **7.1 Consultant's Administration**

A listing of all of Consultant's Administration referenced in the following paragraphs is designated in Exhibit E (Consultant's Administration). The Consultant will notify the County in writing of any changes as they occur.

#### **7.2 Consultant's Project Manager**

**7.2.1** The Consultant's Project Manager is designated in Exhibit E (Architectural/Engineering Consultant's Administration). The Consultant must notify the County in writing of any change to Exhibit E (Architectural/Engineering Consultant's Administration), as changes occur.

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

#### **7.3 Approval of Consultant's Staff**

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

#### **7.4 Consultant's Staff Identification**

**7.4.1** When requested by the County, all Consultant staff assigned to County facilities must wear a visible County Identification (ID) badge at all times. The Consultant will bear all badging costs.

- 7.4.2** Consultant is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Consultant personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Consultant personnel must immediately comply with such request.
- 7.4.3** Consultant must notify the County within one business day when staff is terminated from working under this Contract. Consultant must retrieve and return staff's County ID badge to the County on the next business day after the staff has terminated employment with the Consultant.
- 7.4.4** If County requests the removal of Consultant's staff, Consultant must retrieve and return staff's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

## **7.5 Background and Security Investigations**

- 7.5.1** Each of Consultant's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Consultant, regardless of whether the member of Consultant's staff passes or fails the background investigation.
- 7.5.2** If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be removed immediately from performing services under the Contract. Consultant must comply with County's request at any time during the term of the Contract. County will not provide to Consultant or to Consultant's staff any information obtained through the County's background investigation.
- 7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4** These terms will also apply to subconsultants of County Consultants.
- 7.5.5** Disqualification of any member of Consultant's staff pursuant to this Paragraph 7.5 will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1** Consultant must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Consultant must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph will be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Consultant must inform all of its officers, employees, agents and subconsultants providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Confidentiality Agreement: Consultant must sign and adhere to the provisions of Exhibit F1 (Consultant Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Consultant and by Director.

- 8.1.2** The County’s Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Consultant and by Director.
- 8.1.3** The Director, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Consultant agrees that such extensions of time will 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 must be prepared and executed by the Consultant and by Director, unless the term extension is applied automatically in accordance with Paragraph 4.5.
- 8.1.4** For any change, which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by the Department and signed by the Consultant. If the change order is prepared by the Consultant, it shall be approved by the Department and signed by the Consultant and the Director. For Board approved supplemental amount to the contract, a change order will be prepared and executed by the Director or his designed to effectuate the increase in Contract amount.

**8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1** The Consultant must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Consultant must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County’s sole discretion, against the claims, which the Consultant may have against the County.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Consultant’s duties, responsibilities, obligations, or performance of

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County 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 Consultant under this Contract will also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

The Consultant must develop and maintain operating procedures for receiving, investigating and responding to complaints.

#### **8.5.1 Complaint Procedures**

- Within 5 business days after the Contract effective date, the Consultant must provide the County with the Consultant's procedures for receiving, investigating and responding to user complaints.
- The County will review the Consultant's procedures and provide the Consultant with approval of said procedures or with requested changes.
- If the County requests changes in the Consultant's procedures, the Consultant must make such changes and resubmit the procedures within 5 business days for County approval.

- If, at any time, the Consultant wishes to change the Consultant's procedures, the Consultant must submit proposed changes to the County for approval before implementation.
- The Consultant must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 5 business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within 5 business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

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

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

## **8.7 Compliance with Civil Rights Laws**

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

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Consultant has demonstrated to the County's satisfaction either that the Consultant is not a "Consultant" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Consultant qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Consultant must have and adhere to a written policy that provides that its Employees will receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Consultant" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Consultant 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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Consultant. "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 the County, or 2) Consultant 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 Consultant uses any subconsultant to perform services for the County under the Contract, the subconsultant will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

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

## **8.9 Conflict of Interest**

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will

be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.9.2** The Consultant must 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 Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

**8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List**

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

**8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration will mean that the Consultant will interview qualified candidates. The County will refer GAIN/START participants by job category to the Consultant. Consultants must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BServices@opportunity.lacounty.gov](mailto:BServices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Consultant Responsibility and Debarment**

### **8.12.1 Responsible Consultant**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Consultant**

The County may debar a Consultant if the Board finds, in its discretion, that the Consultant has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Consultant'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.

### **8.12.4 Consultant Hearing Board**

- If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.
- The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether

the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 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 Consultant Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.
- If a Consultant has been debarred for a period longer than five (5) years, that Consultant 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 Consultant has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Consultant Hearing Board will consider a request for review of a debarment determination only where 1) the Consultant 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 Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Consultant Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

#### **8.12.5 Subconsultants of Consultant**

These terms will also apply to subconsultants of County Consultants.

### **8.13 Consultant's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law**

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant must notify and provide to its employees, and will require each Subconsultant to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Consultant's place of business. The Consultant will also encourage its subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business.

The Consultant, and its subconsultant(s), can access posters and other program material at [babysafela.org](http://babysafela.org).

### **8.14 Consultant's Warranty of Adherence to County's Child Support Compliance Program**

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

### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Consultant's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which the County determines are significant or continuing and that may place performance of the Contract in

jeopardy if not corrected will be reported to the Board and listed in the appropriate Consultant performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Consultant. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 Damage to County Facilities, Buildings or Grounds**

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

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

## **8.17 Employment Eligibility Verification**

**8.17.1** The Consultant 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 Consultant must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Consultant must retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 Electronic Signatures and Counterparts and Representations**

### **Electronic Signatures and Counterparts**

#### **1. Recognition of Electronic Signatures**

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party,

when appearing in appropriate places on the Agreement, Change Orders, and 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.

- The parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

**2. Definition of Electronic Signatures**

Electronic signatures include facsimile or email electronic signatures.

**3. Counterparts**

- Each executed counterpart shall be deemed an original.
- All counterparts, taken together, constitute the executed Agreement.

**4. Binding Effect of Electronic Signatures**

The parties hereby acknowledge and agree that:

- Electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement—including signatures transmitted by electronic mail in so-called PDF format—shall be legal and binding.
- Such signatures shall have the same full force and effect as if a paper original of this Agreement had been delivered and signed using a handwritten signature.

**5. Authentication and Waiver of Defenses**

Consultant and County:

- (i) agree that an electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature;
- (ii) intend to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means;
- (iii) are aware that the other party will rely on such signatures; and
- (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

**6. Statutory Consent**

If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under:

- The United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”), and

- The California Uniform Electronic Transactions Act (“UETA”) (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

### **8.19 Fair Labor Standards**

The Consultant must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless 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 Consultant's employees for which the County may be found jointly or solely liable.

### **8.20 Force Majeure**

**8.20.1** Neither party will 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 subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subparagraph, the term “subconsultant” and “subconsultants” mean subconsultants at any tier.

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

### **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

## **8.22 Independent Consultant Status**

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

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

**8.22.3** The Consultant understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Contract.

**8.22.4** The Consultant must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

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

To the fullest extent permitted by California Civil Code Section 2782.8, the Consultant shall (1) immediately defend and (2) indemnify the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (Indemnified Party) from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation,

all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

## **8.24 General Provisions for all Insurance Coverage**

**8.24.1** Without limiting Consultant's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant must 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 Consultant pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or sub-Consultant insurance policies at any time.
- Certificates must 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 must match the name of the Consultant identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions

exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be emailed to the County's Contract Analyst.
- Consultant also must promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also must promptly notify County of any third-party claim or suit filed against Consultant or any of its subconsultants which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Consultant and/or County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the County. The full policy limits and scope of protection also must 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.

#### **8.24.4 Cancellation of or Changes in Insurance**

Consultant must provide County with, or Consultant's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written

notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

**8.24.7 Consultant's Insurance Must Be Primary**

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subconsultant Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Consultant understands and agrees it will 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**

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

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Consultant 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 must be designated as an Additional Covered Party under any approved program.

#### **8.24.15 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.

### **8.25 Insurance Coverage**

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

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

**8.25.2 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 must cover liability arising out of Consultant’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. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Consultant’s operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

- **Professional Liability-Errors and Omissions**

Insurance covering Consultant’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract’s expiration, termination or cancellation.

**8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Director, or their designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant

from the County, will be forwarded to the Consultant by the Director, or their designee, in a written notice describing the reasons for said action.

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Consultant over a certain time span, the Director, or their designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly 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 Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Three Hundred Fifty Dollars (\$350) per day per infraction, and that the Consultant will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days' notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

**8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.

**8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If the Consultant's prices decline or should the Consultant 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 must be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1** The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.28.2** Consultant certifies to the County each of the following:
- That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
  - That Consultant periodically conducts a self-analysis or utilization analysis of its work force.
  - That Consultant has a system for determining if its employment practices are discriminatory against protected groups.
  - Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Consultant must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Consultant will allow County representatives access to the Consultant'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 County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Consultant must notify its employees, and will require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notices**

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

### **8.34 Prohibition Against Inducement or Persuasion**

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

### **8.35 Public Records Act**

**8.35.1** Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.35.2** In the event 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 secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.36 Publicity**

**8.36.1** The Consultant must 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 Consultant's need to identify its services and related clients to sustain itself, the County will not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- The Consultant must develop all publicity material in a professional manner; and
- During the term of this Contract, the Consultant will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

**8.36.2** The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

## **8.37 Record Retention and Inspection-Audit Settlement**

**8.37.1** The Consultant must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this 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, will be kept and maintained by the Consultant and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Consultant will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.2** In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.37.3** Failure on the part of the Consultant to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.4** 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 County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference must be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference will be paid to the Consultant by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.38 Recycled Bond Paper**

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

### **8.39 Subcontracting**

- 8.39.1** The requirements of this Contract may not be subcontracted by the Consultant **without the advance approval of the County**. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.39.2** If the Consultant desires to subcontract, the Consultant must provide the following information promptly at the County's request:
- A description of the work to be performed by the subconsultant.
  - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

**8.39.3** The Consultant must indemnify, defend, and hold the County harmless with respect to the activities of each and every subconsultant in the same manner and to the same degree as if such subconsultant(s) were the Consultant employees.

**8.39.4** The Consultant will remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract, notwithstanding the County's approval of the Consultant's proposed subcontract.

**8.39.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subconsultant employees, providing services under this Contract. The Consultant is responsible to notify its subconsultants of this County right.

**8.39.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subconsultant employees. After approval of the subcontract by the County, Consultant must forward a fully executed subcontract to the County for their files.

**8.39.7** The Consultant will be solely liable and responsible for all payments or other compensation to all subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.39.8** The Consultant must obtain certificates of insurance from each approved subconsultant, confirming that the subconsultant maintains all insurance programs required by the County. Before any subconsultant employee performs work under this Agreement, the Consultant must ensure that all such documents are delivered to the County's Contract Analyst (refer to Exhibit D – County's Administration).

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

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 8.14 (Consultant's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Consultant to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Consultant, pursuant to [County Code Chapter 2.202](#).

#### **8.41 Termination/Suspension for Convenience**

**8.41.1** This Contract may be terminated or suspended, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination or suspension of work hereunder will be effectuated by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination or suspension becomes effective.

**8.41.2** After receipt of a notice of termination or suspension and except as otherwise directed by the County, the Consultant must stop work under this Contract on the date and to the extent specified in such notice.

**8.41.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract must be maintained by the Consultant in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

#### **8.42 Termination/Suspension for Default**

**8.42.1** The County may, by written notice to the Consultant, terminate or suspend the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Consultant has materially breached this Contract; or
- Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Consultant 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 County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

**8.42.3** Except with respect to defaults of any subconsultant, the Consultant will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond

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

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

**8.42.5** The rights and remedies of the County provided in this Paragraph 8.42 (Termination/Suspension for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 Termination/Suspension for Improper Consideration**

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

**8.43.2** The Consultant must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report

must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

#### **8.44 Termination for Insolvency**

**8.44.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

**8.44.2** The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 Termination/Suspension for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.46 Termination for Non-Appropriation of Funds**

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

#### **8.47 Validity**

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 will not be affected thereby.

#### **8.48 Waiver**

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

#### **8.49 Warranty Against Contingent Fees**

**8.49.1** The Consultant 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 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

**8.49.2** For breach of this warranty, the County will 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 commission, percentage, brokerage, or contingent fee.

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

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

Unless Consultant qualifies for an exemption or exclusion, Consultant 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](#).

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

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract,

failure of Consultant to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Consultant, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.52 Time Off for Voting**

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

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

Consultant acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Consultants from engaging in human trafficking.

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

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

#### **8.54 Integrated Pest Management (IPM) Program Compliance**

**8.54.1** Consultant acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.54 can be found at: <https://ipm.lacounty.gov/>

**8.54.2** Consultant must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

**8.54.3** Employee training may be self-certified by Consultants, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;

- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

**8.54.4** All users of commercial pesticides are required by State law to provide a monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Consultant must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

#### **8.55 Compliance with Fair Chance Employment Hiring Practices**

Consultant, and its subconsultants, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Consultant's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.56 Compliance with the County Policy of Equity**

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

### **8.57 Prohibition from Participation in Future Solicitation(s)**

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s).

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

### **8.58 Injury and Illness Prevention Program**

Consultant will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to

have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Consultant and its Subconsultants, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

### **8.60 Unresolved Disallowed Costs**

Consultant must not invoice the County for disallowed costs under the Contract. Correspondingly, the Consultant must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Consultant regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Consultant has been determined to have unresolved

disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

## **9.0 ADDITIONAL TERMS AND CONDITIONS**

### **9.1 Advertising and Other External Communications About the Project**

The Consultant shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant's, application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Consultant's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant to make revisions to the information prior to disclosure.

### **9.2 Countywide Community Workforce Agreement**

**9.2.1** The Countywide Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions was fully executed on June 7, 2023, attached as **Exhibit B** of this agreement. Pursuant to the Board's direction and executed Countywide CWA, Countywide CWA will apply to projects that have been or will be in the future approved by the Board for Countywide CWA. If a project is covered by the Countywide CWA, County will inform the Consultant of this fact prior to the issuance of any Notice to Proceed.

**9.2.2** If the Consultant agrees to work on the Countywide CWA project, the Consultant shall thereafter comply with all terms and conditions of the Countywide CWA for the entire duration of that project. The Countywide CWA shall be deemed incorporated in full into this agreement including, but not limited to, the provisions regarding the hiring of workers for the Project by the Consultant and all of its subconsultants of all tiers. When assigned work on a Countywide CWA project, Consultant shall immediately execute and return to the County the Letter of Assent, attached to the Countywide CWA as **Attachment A**, and shall cause each of its subconsultants of all tiers to also execute and return to the County a copy of the Letter of Assent.

**9.2.3** Any portion of any fees or costs that Consultant or any of its subconsultants contend are: (1) directly caused by the requirements of the Countywide CWA on a Countywide CWA project; and (2) would not be incurred had the project not been a Countywide CWA project must be disclosed to and negotiated with the County Project Manager for a

Countywide CWA project in advance of the Consultant or any of its subconsultants' work on that project. Any such agreed upon fees will be included in a written Notice to Proceed that is issued by County for a Countywide CWA project. All subsequent invoices for work on a Countywide CWA project must include detailed documentation that shows the Countywide CWA-related fees.

### **9.3 Mental Health Services for Critical Incidents**

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

### **9.4 Federal Emergency Management Agency (FEMA) Standard Terms Conditions**

When applicable, the Consultant shall comply with Exhibit C, Federal Emergency Management Agency Standard Terms and Conditions.

### **9.5 Prevailing Wages**

This work includes prevailing wage and non-prevailing wage work.

#### **9.5.1 Prevailing Wages**

When applicable, the services provided in this Contract constitute "public works" projects as defined in Section 1720 of the California Labor Code, and are subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Consultant is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Consultant agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant

to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Analyst. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

**9.5.2** Work Records

The Consultant shall comply with the requirements of Section 1812 of the Labor Code. The Consultant shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

**9.5.3** Posting of Notices

The Consultant shall comply with the provisions of Section 1773.2 of the Labor Code. The Consultant shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

*“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Consultants and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office*

*320 West Fourth Street, Suite 450*

*Los Angeles, CA 90013*

(213) 620-6330

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.”*

**9.5.4** Certified Payroll Records

The Consultant shall comply with the requirements of Section 1776 of the Labor Code. Consultant and Subconsultants, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

**9.5.5** When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

**9.6 Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization** When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subconsultants using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

**9.6.1** In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subconsultants are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the Consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant

may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

**9.6.2** The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Consultant to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Contract, Liquidated Damages Paragraph, and that the Consultant shall be liable to the County for said amount.

**9.6.3** If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Contract, may deduct and withhold liquidated damages from County's final payment to the Consultant.

## **9.7 Workplace Safety Indemnification**

In addition to and without limiting the indemnification required by Paragraph 8.23 (Indemnification), and to the extent allowed by law, Consultant agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Consultant, its Subconsultants or County, attributable to any alleged act or omission of Consultant and/or its Subconsultants which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Consultant must not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Consultant any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Consultant under this Contract.

## **9.8 Compensation for County Costs**

In the event that the Consultant fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Consultant must pay full compensation for all costs incurred by the County.

## **9.9 Acknowledgement/Attributions**

County will also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials

resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

#### **9.10 Authority of Public Works and Inspection**

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

#### **9.11 Cooperation**

Consultant must cooperate with Public Works' forces engaged in any other activities at the jobsite. Consultant must carry out all work in a diligent manner and according to instructions of the Director.

#### **9.12 Cooperation and Collateral Work**

Consultant must perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

#### **9.13 Equipment, Labor, Supervision, and Materials**

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, must be provided by Consultant.

#### **9.14 Jobsite Safety**

Consultant must be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Consultant must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

#### **9.15 Labor**

No person will be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person must be reassigned immediately and not again employed on Public Works' projects or providing services.

#### **9.16 Labor Law Compliance**

Consultant, its agents, and employees must comply with all applicable provisions of the California Labor Code, as well as all other Federal, State, and local labor laws, including prevailing wage requirements. Consultant is responsible for

selecting the proper worker classifications and, when applicable, must pay the prevailing wage rates in effect as adopted by the Director of the Department of Industrial Relations on the date the project was first advertised for bid. Consultant will indemnify the County against any claims arising from noncompliance. Consultant must also comply with Labor Code Section 1777.5 regarding the employment of apprentices.

#### **9.17 Permit/License**

Consultant must be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

#### **9.18 Prohibition Against Use of Child Labor**

Consultant must:

- 9.18.1** Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- 9.18.2** Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Consultant sells or supplies to County.
- 9.23.1** Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- 9.23.2** Should County discover that any products, goods, supplies, or other personal property sold or supplied by Consultant to County are produced in violation of any international child labor conventions, Consultant must immediately provide an alternative, compliant source of supply.

Failure by Consultant to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

#### **9.19 Public Convenience**

Consultant must conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

#### **9.20 Public Safety**

It will be Consultant's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

### **9.21 Quality of Work**

Consultant must provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Consultant provides to all other clients it serves. All work must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Consultant also agrees that work must be furnished in a professional manner and according to these Specifications.

### **9.22 Safety Requirements**

Consultant must be responsible for the safety of equipment, material, and personnel under Consultant's jurisdiction during the work.

### **9.23 Storage of Materials and Equipment**

Consultant must not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Consultant's material or equipment from any jobsite.

## **10.0 Survival**

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage

Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination/Suspension for Convenience
Paragraph 8.42	Termination/Suspension for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES

NAME OF CONSULTANT

By \_\_\_\_\_  
Director of Public Works

By \_\_\_\_\_  
President

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Talin Halabi  
Senior Deputy County Counsel

# APPENDIX A – STANDARD EXHIBITS

## EXHIBITS A-F

### Standard Exhibits for Contract

- A** Statement of Work
- B** Countywide Community Workforce Agreement
- C** Federal Emergency Management Agency (FEMA) Standard Terms and Conditions with Certification Regarding Lobbying
- D** County's Administration
- E** Architectural/Engineering Consultant's Administration
- F** Forms Required at the Time of Contract Execution
  - F1** Contractor Acknowledgement and Confidentiality Agreement

# **EXHIBIT A**

## **Statement of Work**

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>		<b><u>PAGE</u></b>
<b>1.0</b>	<b>SCOPE OF WORK .....</b>	<b>1</b>
1.1	General .....	1
1.2	Deliverables .....	5
1.3	Schedule .....	5
<b>2.0</b>	<b>CONSULTANTS' FACILITIES.....</b>	<b>6</b>
2.1	Local Office Requirement:.....	6
<b>3.0</b>	<b>HOURS/DAY OF WORK .....</b>	<b>6</b>
<b>4.0</b>	<b>COMPENSATION.....</b>	<b>6</b>

# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

### 1.1 General

1.1.1 Consultant's work shall consist of all such services as are customarily rendered when providing architectural/engineering (A/E) services. Task orders will be issued for specific tasks and projects under this A/E Agreement. The work shall include, but not be limited to, the following:

Consultant shall provide, but not limited to, any of the architecture/engineering tasks or combination of tasks enumerated below:

- Architectural Programming and Design Services
- Acoustical/Vibration Services
- ADA Analysis
- Audio/Visual Specialist
- BIM/CADD/Drafting Work
- Building Evaluations (structural, building systems, accessibility, etc.)
- Business Process Modeling
- Conceptual Design
- Constructability Reviews
- Construction Support Services
- Cost Estimating
- Design-Build Scoping Services
- Design Reviews
- Program Development and Scoping Services
- Electrical/Mechanical Testing (Certified)
- Energy Modeling/Studies
- Feasibility Studies
- General Engineering Services including Civil, Structural, Mechanical (HVAC), Electrical, Plumbing Engineering Services, low voltage, and fire protection
- Landscape Architectural Design Services

- Medical Equipment Planning Services (applies to Category 1: Medical only)
- Medical Planning Services (applies to Category 1: Medical Projects only)
- Needs Assessment Studies
- Project Design-Construction Documents
- Kitchen/Food Service
- Support documents for Environmental Documentation/CEQA
- Renderings/Models
- Site/Utility Studies
- Special Lighting
- Space Planning Services
- Telecommunications/Data/Low Voltage Systems
- Traffic/Parking Studies
- Troubleshooting
- Specifications Preparation
- Digital Office Analysis
- LEAN Analysis
- Pre-Construction and Design Phase Collaboration Studio
- Medical Clinic Design Services
- Modular Building Specialists
- Program Analysis/Validation
- Process Improvement Analysis
- Renewable Energy Analysis
- Value Engineering
- Wastewater Treatment Planning and Design Services
- Waste Management Analysis
- Renewable Energy Analysis
- Cost Estimating Support
- Fire/Life Safety

1.1.2 The County shall approve individuals assigned by the consultant to perform work as part of this agreement. Consultant shall warrant that the individuals performing work as part of this agreement are qualified professionals and will be available from any of the disciplines or combinations of disciplines enumerated below:

- Architecture
- Certified Access Specialist (CASP)
- Civil Engineering
- Cost Estimating
- Electrical Engineering
- Elevator Consultant
- Fire Protection
- Food Services Consultant
- Hardware Consultant
- Interior Design and Modular Furniture Consultant
- Landscape Architecture
- LEED/Sustainability Consultant
- Information Technology and Low Voltage Engineering
- Mechanical Engineering (HVAC and Plumbing)
- Security Consultant Services
- Specifications Consultant
- Structural Engineering

1.1.3 The County will provide the following services:

- Alta/Topographic Survey Services
- Hazardous Materials Survey Services
- Geotechnical Studies
- Environmental Documentation Services (Environmental/CEQA)
- Building Commissioning
- Peer Reviews (Structural Peer review required by code)

- 1.1.4 When requested by the County, the Consultant may be required to perform Special Assignments for any of the consultant services to complete critical assignments and projects most efficiently within an expedited schedule. Compensation for these Special Assignments shall be negotiated by the County to include the cost of services plus a minimum fee of \$600 up to 10% of the cost of services for the Consultant to contract for and administer the consultant services.
- 1.1.5 Projects covered by this scope of work may require complete design services or may only involve the need for certain disciplines.
- 1.1.6 Perform all necessary liaison work with Public Works either by telephone, mail, or meeting at the Public Works office in Alhambra and perform all necessary rechecks to achieve conformance with County requirements.
- 1.1.7 The Consultant may be requested to visit project site(s), review shop drawings, work with other County employees and consultants, and perform other tasks pertaining to the design process.
- 1.1.8 The Consultant may be required to provide personnel to work at Public Works' Alhambra office on a temporary full-time basis under the direction of County staff.
- 1.1.9 The Director or her designee shall have final decision authority over the results of the design and/or design review services performed by the Consultant and all work performed by the Consultant shall be to the satisfaction of Public Works.
- 1.1.10 The Consultant's work shall comply with the requirements of regulatory agencies and with the Construction Specifications Institute (CSI) as a guide when specifications are provided for County projects.
- 1.1.11 The Consultant shall be responsible and liable for the work performed by assigned staff, and will bear full corporate responsibilities for the contracted work.
- 1.1.12 Design review shall include peer review for technical completeness of design documents. Review comments and, if requested, marked-up documents including drawings and specifications shall be submitted to Public Works. Review comments shall be presented in a format approved by Public Works.
- 1.1.13 Reports, design review comment documents, and specifications shall be prepared in Microsoft Word format and screened for clarity, grammar, and punctuation prior to submittal.
- 1.1.14 Drawings may be prepared on AutoCAD or Revit versions presently used by Public Works.

- 1.1.15 At the completion of design services, documents including as-built drawings shall be submitted electronically. Electronic copies of all reports, drawings, specifications, and calculations shall be provided as part of each project design phase submittal. All reports, drawings, calculations, and specifications shall be stamped by a California licensed Architect or Engineer.
- 1.1.16 At the completion of design review services, an original signed review comment document along with an electronic file shall be provided. Electronic file shall be e-mailed to the County assigned Project Manager.
- 1.1.17 All deliverables shall be forwarded to the County assigned Project Manager.
- 1.1.18 The Consultant shall provide training to County staff, when this service is requested by the County.
- 1.1.19 The Consultant may be required to provide architects/engineers who are registered with the State of California Office of Emergency Services' Safety Assessment Program (SAP) and have a current SAP identification card issued by Cal OES.
- 1.1.20 The Consultant shall comply with A/E Design Services Manual (See Appendix F).
- 1.1.21 The Consultant is expected to be responsive to the County's requests for services. A Consultant's non-responsiveness to more than three requests may result in the Consultant not getting further requests for services.
- 1.1.22 At the County's option, the selected Consultants in each Category may be requested to provide services on projects outside of its Category.
- 1.1.23 The Consultant will be required to sign confidentiality agreements in accordance to the Los Angeles County Sheriff's Department protocol for working on this project and to view any reports and/or plans of any Sheriff facility. The Consultant shall be responsible for applying and receiving approved custody facility clearance to access the Sheriff facility. (For Category 3: Justice Projects only)

## 1.2 Deliverables

Deliverables will vary and will be determined by the County for each project and/or assignment.

## 1.3 Schedule

After successful negotiations, award of contract, contract execution, and prior to starting any assigned work or project, Consultant will be issued a Notice to Proceed outlining the schedule of such work. Failure of Consultant to meet specified schedule goals may result in termination of this contract.

## 2.0 CONSULTANTS' FACILITIES

### 2.1 Local Office Requirement:

**Proposer and all subconsultants** must provide evidence of their respective established local offices within Los Angeles County or adjoining counties for **two complete calendar years** prior to the proposal deadline. For the purposes of this proposal, "local office" shall be defined as an office operated within the confines of Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. **Proposer and all subconsultants** shall certify that proposer's/subconsultant's firm shall conduct business at a local office by completing Exhibit 18, Local Office Certification Form. Proof of Local Office **must** be attached to the Local Office Certification Form for Proposer and all subconsultants.

The facilities shall be fully staffed and equipped to provide the services described in this RFP. No travel from the named counties to Los Angeles County, relocation, mileage, or markups on expenses will be reimbursed under this contract.

## 3.0 HOURS/DAY OF WORK

The Consultant is not required to provide services on [County-recognized holidays](#).

## 4.0 COMPENSATION

- 4.1 Additional Work related-work requested but not listed in the Pricing Schedule, including but not limited to transfer of knowledge (transferring knowledge gained by the Contractor during the course of this Agreement to a County-designated personnel), shall be negotiated by the County and the Contractor and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved in writing by the County.
- 4.2 County Project Manager pre-approval in writing will be required for special costs that are not listed in the Pricing Schedule.
- 4.3 The fee amount for each individual project and/or assignment shall be negotiated prior to issuance of each Notice to Proceed. Consultant's total fee for each project shall be based on the AE Fee Schedule (See Appendix H). For negotiation purposes, the Consultant shall provide a detailed fee with an hourly breakdown of costs for each project and/or assignment.
- 4.4 Additional work for each project shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's fee schedule. The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 5.6 of this Contract.
- 4.5 Compensation for Special Assignments is provided in Article 2.1.4 of this Exhibit. County preapproval in writing will be required for any special costs and reimbursable expenses, such as courier/overnight services, outside copying, etc.
- 4.6 For each project and/or assignment, Consultant shall submit a monthly invoice for review and approval by the County. The Consultant shall be compensated

monthly, based on work completed and approved by the County. An invoice shall conform to the County's Invoicing Instructions (See Appendix I) and shall not be made more than once per month. An invoice shall include a detailed backup for work completed and all authorized reimbursable expenses.

- 4.7 Mileage is not reimbursable, unless pre-approved in writing by County. Travel, car rentals, meals, airfare, etc. are not reimbursable, unless pre-approved in writing by County for trips requested by County. However, any approved travel expenses must not exceed the amount granted to County employees.