



**LA County**  
**ARTS &**  
**CULTURE**

**DEPARTMENT OF ARTS AND CULTURE  
CITY/COUNTY NATIVE AMERICAN  
INDIAN COMMISSION**

**REQUEST FOR PROPOSALS  
FOR  
DEVELOPMENT OF A COUNTYWIDE TRIBAL  
CONSULTATION POLICY AND IMPLEMENTATION  
PLAN  
ARTS-100024**

**May 13, 2025**

**Prepared By  
County of Los Angeles  
Department of Arts and Culture**

<b>0</b>	<b>SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS .....</b>	<b>1</b>
<b>1</b>	<b>INTRODUCTION .....</b>	<b>1</b>
	1.1 Purpose .....	1
	1.2 Project Overview .....	1
	1.3 Background .....	1
<b>2</b>	<b>CONTRACT FOR THE DEVELOPMENT OF COUNTYWIDE TRIBAL CONSULTATION POLICY SERVICES.....</b>	<b>2</b>
	2.1 Statement of Work (SOW).....	2
	2.2 Sample Agreement: County Terms and Conditions.....	2
	2.3 Availability of Funds.....	2
	2.4 Contract Rates.....	2
	2.5 Anticipated Contract Term .....	2
	2.6 Indemnification and Insurance.....	3
<b>3</b>	<b>PROPOSER’S MINIMUM QUALIFICATIONS .....</b>	<b>3</b>
<b>4</b>	<b>PROPOSAL REQUIREMENTS AND MATERIALS .....</b>	<b>3</b>
	4.1 Truth and Accuracy of Representations .....	3
	4.2 Proposal Materials.....	3
	Part 1. Services .....	3
	Part 2. Cost .....	4
	Part 3. Required Forms and Corporate Documents .....	4
	4.3 RFP Timetable.....	5
	4.4 Proposer's Questions .....	5
	4.5 Optional Virtual Proposer’s Conference.....	5
	4.6 Firm Offer-Withdrawal of Proposal .....	5
<b>5</b>	<b>PROPOSAL SUBMISSION.....</b>	<b>5</b>
	5.1 Submitting through SurveyMonkey Apply.....	5
	5.2 SurveyMonkey Apply Instructions for First-Time Applicants .....	5
<b>6</b>	<b>PROPOSAL EVALUATION .....</b>	<b>6</b>
	6.1 Scoring .....	6
	6.2 Proposer’s Debarment History and List of Terminated Contracts.....	6
	6.3 Proposer’s Pending Litigation and Judgments.....	7
	6.4 Unresolved Disallowed Costs .....	7

<b>7</b>	<b>SELECTION PROCESS .....</b>	<b>7</b>
	Stage 1: Adherence to Minimum Requirements (Pass/Fail) .....	7
	Stage 2: Proposal Evaluation (Part 1: Services and Part 2: Cost) .....	7
	Stage 3: Interview .....	8
	Stage 4: Final Review and Selection .....	8
<b>8</b>	<b>COUNTY’S RIGHTS AND RESPONSIBILITIES.....</b>	<b>8</b>
	8.1 Representations Made Prior to Contract Execution.....	8
	8.2 County’s Option to Reject Proposals .....	8
	8.3 County’s Right to Amend Request for Proposals.....	8
	8.4 Background and Security Investigations.....	9
<b>9</b>	<b>NOTIFICATION TO PROPOSERS .....</b>	<b>9</b>
	9.1 Notice to Proposers Concerning the Public Records Act.....	9
	9.2 Contact with County Personnel .....	9
	9.3 Mandatory Requirement to Register on County's WebVen .....	9
	9.4 Protest Policy Review Process .....	10
	9.4.1 Grounds for Review.....	10
	9.5 Conflict of Interest.....	10
	9.6 Determination of Proposer Responsibility.....	10
	9.7 Proposer Debarment .....	11
	9.8 Gratuities .....	11
	9.9 Notice to Proposers Regarding the County Lobbyist Ordinance.....	11
	9.10 Consideration of GAIN/START Participants for Employment .....	12
	9.11 Jury Service Program .....	12
	9.12 Pending Acquisitions/Mergers by Proposing Company .....	12
	9.13 Charitable Contributions Compliance .....	13
	9.14 Defaulted Property Tax Reduction Program.....	13
	9.15 County's Commitment to Zero Tolerance Policy on Human Trafficking.....	13
	9.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT) .....	13
	9.17 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices.....	14
	9.18 Prohibition from Participation in Future Solicitation(s) .....	14
	9.19 Community Business Enterprise (CBE) Participation .....	14

<b>10</b>	<b>COUNTY’S PREFERENCE PROGRAMS .....</b>	<b>14</b>
<b>11</b>	<b>PROTEST PROCESS OVERVIEW .....</b>	<b>15</b>
	11.1 Solicitation Requirements Review .....	15
	11.2 Disqualification Review .....	15
	11.3 Department's Proposed Contractor Selection Review .....	15
	11.3.1 Departmental Debriefing Process .....	15
	11.3.2 Proposed Contractor Selection Review .....	16
	11.4 County Independent Review.....	17
	11.5 Contribution and Agent Declaration .....	17

## **APPENDICES**

### **A Sample Contract**

Sample Agreement

Exhibit A – Standard Terms and Conditions

Exhibit B – Statement of Work

### **B Required Forms**

Form 1 Minimum Qualifications

Form 2 Proposer’s Debarment History and List of Terminated Contracts

Form 3 Pending Litigation and Judgments

Form 4 Request for Preference Consideration

Form 5 Contribution and Agent Declaration Form

Form 6 Attestation of Compliance and Declaration

### **C Solicitation Requirements Review (SRR) Request**



**DEPARTMENT OF ARTS AND CULTURE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**DEVELOPMENT OF A COUNTYWIDE TRIBAL CONSULTATION POLICY AND**  
**IMPLEMENTATION PLAN**  
**ARTS-100024**

## **1 INTRODUCTION**

### **1.1 Purpose**

The Los Angeles County Department of Arts and Culture (Arts and Culture) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an individual or organization that can develop a draft Countywide Tribal Consultation Policy (Policy) and Implementation Plan (Plan) for the LA County Board of Supervisors (Board) to consider adopting for LA County (County). The Policy will provide a framework for the County to establish and maintain effective and consistent government-to-government relationships and engage in meaningful consultation with California Native American Tribes with ancestral and cultural ties to the County.

### **1.2 Project Overview**

The Consultant will develop a draft Countywide Tribal Consultation policy and an accompanying implementation plan for the Board to consider adopting. The consultant will also maintain appropriate documentation of the project.

### **1.3 Background**

Tribal governments have a unique relationship with the County compared to community stakeholders who may engage in County processes. The method of interactions with tribal governments should be clearly distinguished from standard community engagement protocols to reflect the government-to-government relationship. Government-to-government tribal consultation provides beneficial insight and helps to produce more robust and meaningful policies, procedures, and ordinances that govern all areas of mutual interest between the County and tribes. This policy should encompass both federally recognized and non-federally recognized tribal governments.

In 2021, the Los Angeles City/County Native American Indian Commission (LANAIC) and Chief Sustainability Officer (CSO) led multiple listening sessions with tribal leaders and the American Indian and Alaska Native (AIAN) community related to land access issues in response to the LA County Board of Supervisor's (Board) September 29, 2020, Item No. 9 Indigenous Peoples Day motion. One of the six main recommendations made by the group and presented to the Board was to develop Countywide policies and programs to improve government-to-government relations, including the Policy and protocols developed in collaboration with local tribes to reflect their priorities.

To support the development of a Tribal Consultation Policy, the Board adopted a [motion](#) by Supervisors Hahn and Solis directing the LANAIC, in coordination with the Executive Director of Racial Equity for the County's Anti-Racism, Diversity, and Inclusion Initiative (ARDI), to facilitate and co-lead a workgroup from relevant County departments and leadership from the local tribes listed by the State of California's Native American Heritage Commission (NAHC) to provide specific recommendations regarding the resources and funding needed to develop a systemic tribal consultation policy for the County, as well as provide specific recommendations regarding resources and funding required to develop a truth, healing, and transformation council.

Additionally, the Board adopted a [motion](#), "Acknowledge and Apologize for the Historic Mistreatment of California Native Americans by Los Angeles County" that directed relevant County departments to work in collaboration with local tribes to explore and examine the historical record and relationship between the County and California Native Americans, and develop a public statement that acknowledges, corrects, and disseminates the actual historical record of the County.

Recently, local tribal leaders expressed the need for a Countywide Tribal Consultation Policy during a series of community engagement listening sessions regarding land acknowledgement, harms, and land access. Numerous tribal participants discussed the need to develop a tribal consultation policy to ensure respectful and consistent interactions between County officials, departments, staff, and local Tribes.

## **2 CONTRACT FOR THE DEVELOPMENT OF COUNTYWIDE TRIBAL CONSULTATION POLICY SERVICES**

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

Contractor will develop a draft Countywide tribal consultation policy for review and possible adoption by the Board and an accompanying implementation plan. The draft policy will provide a framework for the County to establish and maintain effective and consistent government-to-government relationships and engage in meaningful consultation with California Native American Tribes with ancestral and cultural ties to LA County.

**Contractor will provide services outlined in Appendix A, Exhibit B (Statement of Work) of this RFP.**

### **2.2 Sample Agreement: County Terms and Conditions**

Contractor will be expected to implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

### **2.3 Availability of Funds**

The County anticipates funding one (1) Contract in an estimated amount not to exceed \$300,000.

### **2.4 Contract Rates**

The Contractor's rates will remain firm and fixed for the term of the contract.

### **2.5 Anticipated Contract Term**

**2.5.1** The contract is anticipated to commence on July 15, 2025.

**2.5.2** The contract term is anticipated to be for a period of up to one (1) year and six (6) months, unless sooner terminated or extended, in whole or in part, as specified in Appendix A (Sample Contract).

- 2.5.3** The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month-to-month extensions (“Option Terms”), for a maximum total Contract term of three (3) years, based on initially contracted rates, subject to performance, needs, and availability of additional funds.

## **2.6 Indemnification and Insurance**

Contractor will be required to comply with the provisions contained in Paragraph 5.1 (Indemnification) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract). The contractor 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 5.2 (General Provisions for all Insurance Coverage) and Paragraph 5.3 (Insurance Coverage) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract).

## **3 PROPOSER’S MINIMUM QUALIFICATIONS**

Interested and qualified proposers must meet the following mandatory requirements:

- A minimum of five (5) years of legal experience in tribal Indian law within the last 10 years.
- A minimum of five (5) years of experience, within the last 10 years, conducting stakeholder facilitation and policy development for government entities and/or other large organizations.
- A minimum of three (3) completed prior projects developing tribal consultation policies or similar literature for government entities within the last 10 years.
- Demonstrated knowledge of tribal consultation and relevant state and federal laws and Executive Orders, including AB 52 (Native Americans: California Environmental Quality Act), SB 18 (Traditional Tribal Cultural Places), and Governor's Executive Order B-10-11.
- If Proposer’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, 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 disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **4 PROPOSAL REQUIREMENTS AND MATERIALS**

### **4.1 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. 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.

### **4.2 Proposal Materials**

Each proposal must include 3 parts:

#### **Part 1. Services (900 Points Maximum Total)**

- a) Statement of Interest (100 points Maximum) – Provide a statement explaining how the RFP aligns with the core mission and values of the proposer.

*One (1) page maximum (pdf format)*

- b) Background and Experience (300 points Maximum) - Provide a summary of the proposer's qualifications and experience, outlining how you will meet the scope and scale of deliverables described in this RFP. Include brief biographies of any key staff, consultants, or subcontractors who would work on this project.

*Three (3) pages maximum (pdf format)*

- c) Proposer's Approach to Providing Required Services (300 points Maximum) - Describe in detail how the services will be performed to meet the intent of the SOW. Include a proposed timeline for achieving the deliverables. Describe how the Proposer will:

1. Develop a Tribal Consultation Policy for Los Angeles County,
2. Develop an Implementation Plan for Tribal Consultation Policy for Los Angeles County,
3. Conduct a respectful, trauma-informed, and responsive engagement process, and
4. Integrate feedback collected from outreach engagements into project deliverables.

*Four (4) page maximum (pdf format)*

- d) Proposer's Quality Control Plan (100 points Maximum) – Proposers must establish, present, and maintain a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided.

*One (1) page maximum (pdf format)*

- e) Work Samples (100 points Maximum) - Provide published materials or links to web pages from at least three (3) prior projects in which the proposer was the primary contributor and demonstrates relevant experience and expertise. If any submitted material contains sensitive or proprietary information, refer to Section 8.1, Notice to Proposers Concerning the Public Records Act, for further guidance. *(pdf format)*

## **Part 2. Cost (100 Points Maximum Total)**

- a) Budget (100 points Maximum) - Provide a proposed budget that includes a detailed breakdown of costs for each deliverable phase of this project. *(pdf format)*

## **Part 3. Required Forms and Corporate Documents**

- |        |   |
|--------|---|
| Form 1 | Minimum Qualifications  |
| Form 2 | Proposer's Debarment History and List of Terminated Contracts   |
| Form 3 | Pending Litigation and Judgments (120 Points Maximum Deduction) |
| Form 4 | Request for Preference Consideration                            |
| Form 5 | Contribution and Agent Declaration Form                         |
| Form 6 | Attestation of Compliance and Declaration                       |



### 4.3 RFP Timetable

EVENT	DATE
Release of RFP	5/13/2025
Deadline to submit request for Solicitation Requirements Review by 4:00 P.M. Pacific Time (PT)	5/27/2025
Virtual Proposer's Conference	6/2/2025
Written Questions Due by 4:00 P.M. PT	6/6/2025
Questions and Answers Released	6/13/2025
Proposals Due by 4:00 P.M. PT	7/1/2025

### 4.4 Proposer's Questions

Proposers may submit written questions regarding this RFP by e-mail to: admin@lanaic.lacounty.gov. All questions must be received by the date and time specified in the RFP Timetable. The department will publish all questions and answers as an addendum to the RFP without identifying the Proposer(s).

### 4.5 Optional Virtual Proposer's Conference

A Virtual Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential proposers. Attendance is not mandatory and will not result in point deductions or disqualification of proposers who cannot attend. The Proposer's Conference is scheduled as follows:

Monday, June 2, 2025, 10 a.m.

<https://us02web.zoom.us/j/3764052455?pwd=blp6dzk0Skp3OWxOUjlrMU9OcVhRQT09&omn=82314096976>

Meeting ID: 376 405 2455

Passcode: 332974

### 4.6 Firm Offer-Withdrawal of Proposal

Until the proposal submission deadline, errors in proposals may be corrected by submitting a written request to withdraw the proposal and a revised set of proposals with the mistakes corrected. Corrections will not be accepted after the proposal submission deadline has passed.

## 5 PROPOSAL SUBMISSION

### 5.1 The proposal must be submitted online through SurveyMonkey Apply using the following link:

[RFP: Tribal Consultation Policy and Implementation Plan](#)

Until the proposal submission deadline, errors in proposals may be corrected online. Corrections will not be accepted once the deadline for submission of proposals has passed.

### 5.2 SurveyMonkey Apply Instructions for First-Time Applicants

- Please create an account using the green **REGISTER** button.
- Fill-out your account information.

- If you Verify your email, please make sure to use the LOG IN button to re-access the application platform.

It is the sole responsibility of the submitting proposer to ensure that the proposal is received before the submission deadline as listed in Paragraph 3.3 (RFP Timetable). Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in RFP Timetable, will not be accepted.

## 6 PROPOSAL EVALUATION

- 6.1** Proposer will be evaluated on their experience and capacity to perform the required services based on the information provided. Proposals will be scored based on a maximum 1,000-point scale. Scoring will be based on the following:

<b>Part 1. Service</b>	<b>Maximum 900 Points</b>
1.1 Statement of Interest	100 points
1.2 Proposer's Background and Experience	300 points
1.3 Proposer's Approach to Providing Required Services	300 points
1.4 Proposer's Quality Control Plan	100 points
1.5 Work Samples	100 points
<b>Part 2. Cost</b>	<b>Maximum 100 Points</b>
*Budget	100 points
<b>Part 3. Compliance and Litigation Review</b>	<b>Maximum 120 Points Deduction</b>
Terminated Contracts	Possible 80 points deduction
Proposer's Litigation and Judgments	Possible 40 points deduction

The evaluation panel will review applications based on the criteria detailed above and will select up to three (3) finalists for interviews. Selected finalists will be asked to develop a 15-minute presentation of their practice and past projects for the interview. Interviews will take place over Zoom. All applications will be scored and ranked in numerical sequence from high to low.

The maximum number of possible points for Part 2 (100 points) will be awarded to the proposal with the lowest cost. All other proposals will be compared to the lowest cost, and points will be awarded accordingly.

The County has three preference programs. Please refer to the for more information. Should one or more of the proposers' requests be granted the preference, the cost component points will be determined as follows:

- Fifteen percent (15%) of the lowest cost proposed will be calculated and not to exceed \$150,000. The amount will be deducted from the amount submitted by all proposers who requested and were granted the preference.
- In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

**6.2 Proposer's Debarment History and List of Terminated Contracts (Based on review, the overall score for subsection 1.2 Background and Experience may be adjusted downward by up to 20%)**

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), Form 2 (Proposer's Debarment History and List of Terminated Contracts). Proposer's completed Form 2 must be provided in Part 3 of proposer's proposal. Failure to complete or disclose may result in disqualification.

**6.3 Proposer's Pending Litigation and Judgments (Based on review, the overall score for the subsection b) Background and Experience may be adjusted downward by up to 10%)**

The County will conduct a review of proposer's pending litigation and judgments. Proposer must identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Additionally, proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer in Appendix B (Required Forms), Form 3 (Pending Litigation and Judgments). Failure to complete or disclose may result in disqualification.

**6.4 Unresolved Disallowed Costs**

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **7 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).

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 contractor.

The evaluation process will be conducted in three stages:

Stage 1: Adherence to Minimum Requirements (Pass/Fail)

Stage 2: Proposal Evaluation (Part 1. Services and Part 2. Cost)

Stage 3: Interview

Stage 4: Final Review and Selection

The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### **Stage 1: Adherence to Minimum Requirements (Pass/Fail)**

County will review Form 1 (Minimum Qualifications), in Appendix B (Required Forms) to determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Qualifications) of this RFP.

This section of the evaluation is scored on a “Pass” or “Fail” basis. Proposers must “Pass” each of the minimum requirements. Proposals assigned a score of “Fail” shall be disqualified and shall not proceed to the next phase of the evaluation process.

Proposals that pass Stage 1 of the evaluation will proceed to Stage 2.

### **Stage 2: Proposal Evaluation (Part 1. Services and Part 2. Cost)**

All proposals will be evaluated based on the criteria listed in Section 4 (Proposal requirements and Materials) and will be scored and ranked in numerical order from highest to lowest.

The County will combine each proposer’s services and cost proposal evaluation score to arrive at a total cumulative (or “final”) score.

### **Stage 3: Interview**

Each proposal’s final score will be used to determine and select the highest-overall rated proposer. Up to three (3) of the highest scored proposers will be asked to provide two (2) references where the same or similar scope of services was provided and will be invited to an interview.

The interview panel will make the final selection of the prospective contractor that they believe will best meet the needs of the County. In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category.

### **Stage 4: Final Review and Selection**

After a prospective contractor has been selected, the County and the prospective contractor(s) will negotiate and enter into a contract substantially similar to Appendix A, Sample Contract. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the County.

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.

## **8 COUNTY’S RIGHTS AND RESPONSIBILITIES**

### **8.1 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.

### **8.2 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.

### **8.3 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.

### **8.4 Background and Security Investigations**

Background and security investigations of contractor'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 contractor.

## **9 NOTIFICATION TO PROPOSERS**

### **9.1 Notice to Proposers Concerning the Public Records Act**

Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) Arts and Culture receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) Arts and Culture releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

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

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

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.

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.

### **9.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to: Julien Tan, Administrative Manager [admin@lanaic.lacounty.gov](mailto:admin@lanaic.lacounty.gov)

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.

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

If a proposer is awarded a contract the potential contractor 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/>

### **9.4 Protest Policy Review Process**

Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 9.5.1 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

#### **9.4.1 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) are limited to the following:

1. Solicitation Requirements Review (referenced in Paragraph 11.1)
2. Disqualification Review (referenced in Paragraph 11.2)
3. Department's Proposed Contractor Selection Review (referenced in Paragraph 11.3)

### **9.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a contractor 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 contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Form 2 (Certification of Compliance) of Appendix B (Required Forms).

### **9.6 Determination of Proposer Responsibility**

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.

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 subcontractors and of which the proposer had no knowledge must not be the basis of a determination that the proposer is not responsible.



The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, 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.

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 Department Director 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.

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 Department Director. The final decision concerning the responsibility of the proposer will reside with the Department Director.

These terms will also apply to proposed subcontractors of proposers on County contracts.

## **9.7 Proposer Debarment**

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 subcontractors of proposers on County contracts

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/>.

## **9.8 Gratuities**

### **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.

### **Proposer 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 either to the County manager charged with the supervision of the employee or to the County Auditor Controller's Employee Fraud

Hotline at (800) 544 6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

### **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.

## **9.9 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board 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.

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

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.

Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Form 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

## **9.11 Jury Service Program**

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 4.5 (Compliance with the County's Jury Service Program) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

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

Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Form 2 (Certification of Compliance). 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 Form 2 (Proposer's 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.



### **9.12 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 Form 1, (Proposer's 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 Form 1 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

### **9.13 Charitable Contributions Compliance**

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. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read [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.

### **9.14 Defaulted Property Tax Reduction Program**

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 contractors should reference the pertinent provisions in Paragraph 4.3 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.8 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

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

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

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

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

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 contracting department.

Upon contract award or at the request of the Auditor-Controller (A-C) and/or the contracting department, the Contractor 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.

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.

Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The contracting department(s), will decide whether to approve exemption requests.

#### **9.17 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Board 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](#).

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

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

#### **9.19 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 also maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Form 6 (Community Based Enterprise (CBE) Information) in Appendix B (Required Forms).

All Proposers must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this contract. The Proposer must make documents related to these good faith efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based 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).

### **10 COUNTY'S PREFERENCE PROGRAMS**

The County of Los Angeles 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.

The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.

## **11 PROTEST PROCESS OVERVIEW**

### **11.1 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Request a Solicitation Requirements Review) to the Department conducting the solicitation by emailing [admin@laniac.lacounty.gov](mailto:admin@laniac.lacounty.gov). A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

- The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
- The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request asserts either that:
  - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.

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

### **11.2 Disqualification Review**

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

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

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

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

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

Proposer can also be disqualified for Paragraph 9.6 (Determination of Proposer Responsibility).

## **11.3 Department's Proposed Contractor Selection Review**

### **11.3.1 Departmental Debriefing Process**

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

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

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 11.3.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

### **11.3.2 Proposed Contractor Selection Review**

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph 11.3.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the Department.

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

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a) The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - Failure to correctly apply the standards for reviewing the proposal format requirements.
    - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b) The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d) Another basis for review as provided by state or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been

the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review. The written decision will additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 11.4 (County Independent Review) below.

#### **11.4 County Independent Review**

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

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

- The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 11.3.2 (Proposed Contractor Selection Review) above.

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

#### **11.5 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 Subcontractors 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 Subcontractors 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 Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(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 Subcontractors 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.

## **APPENDICES**

### **TABLE OF CONTENTS**

#### **Appendix A – Sample Contract**

Sample Agreement

Exhibit A – Standard Terms and Conditions

Exhibit B – Statement of Work

#### **Appendix B – Required Forms**

Form 1      Minimum Qualifications

Form 2      Proposer's Debarment History and List of Terminated Contracts

Form 3      Pending Litigation and Judgments (120 Points Maximum Deduction)

Form 4      Request for Preference Consideration

Form 5      Contribution and Agent Declaration Form

Form 6      Attestation of Compliance – Standard Terms and Conditions

#### **Appendix C – Solicitation Requirements Review**



**DEPARTMENT OF ARTS AND CULTURE  
SERVICES CONTRACT**

This Contract ("Contract") made and entered into on \_\_\_\_\_,  
by and between COUNTY OF LOS ANGELES ("County"), by and through  
the Los Angeles County Department of Arts and Culture  
("Arts and Culture"),  
and \_\_\_\_\_  
Name ("Contractor").  
Address  
Address  
Vendor Number

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

**1 PROJECT SERVICES**

The Contractor will provide consulting services for the development of a Tribal Consultation Policy and Implementation Plan for the Los Angeles City/County Native American Indian Commission through the Department of Arts and Culture.

**2 TERM OF THE CONTRACT**

**2.1** The term of this Contract will begin when executed by all parties and shall end on January 30, 2027 ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**2.2** The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month-to-month extensions ("Option Terms"), for a maximum total Contract term of three (3) years, based on initially contracted rates, subject to performance, needs, and availability of additional funds. Each such extension option may be exercised at the sole discretion of the Department Director or his/her designee.

**3 TOTAL CONTRACT SUM**

The maximum payable amount for all services provided hereunder for the Initial Term shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_), as set forth in Exhibit B (Statement of Work), attached hereto and incorporated herein by reference. The County may increase the maximum amount payable during the Initial Term or any Option Terms to cover needed and increased services in Exhibit B (Statement of Work).



## **4 ADMINISTRATION OF CONTRACT**

### **4.1 County Administration**

**NAME+EMAIL** will serve as the County's Program Manager. The County will notify the Contractor in writing of any change in the names or addresses shown. The County's Project Lead is responsible for administering the contract, including, but not limited to, coordinating with Contractor, ensuring Contractor's performance of the Contract, including any tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Program Manager is not authorized to further obligate County in any respect whatsoever.

### **4.2 Contractor Administration**

**NAME+EMAIL** will serve as the Contractor's Project Manager. The Contractor will notify the County in writing of any change in the names or addresses shown. The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with the County's Program Manager on a regular basis.

## **5 APPLICABLE DOCUMENTS**

Exhibits A through D are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency 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 | Standard Terms and Conditions |
| Exhibit B | Statement of Work             |

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 shall be valid unless prepared pursuant to Paragraph 8.10 (Amendments) of Exhibit A (Standard Terms and Conditions) and signed by both parties.

## **6 DELIVERY OF SERVICES**

**6.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.



- 6.2** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B (Statement of Work) and in accordance with the Payment and Deliverables Schedule, as outlined in Exhibit B.
- 6.3** All materials created by Contractor pursuant to or related to this contract, including, but not limited to, any and all writings, notes, designs, sketches, drawings, graphics, displays, still images, moving images, videos, music, computer files, data, hardware and/or software (collectively, the "Works"), will be the sole and exclusive property of the County. Contractor acknowledges that all services Contractor provides under this contract are provided as an independent contractor on a work-for-hire basis. Copyright and any other intellectual property right in any work resulting from or related to the performance of the services under this contract will vest and be held in the name of the County.

Notwithstanding the foregoing, County grants the Contractor a non-exclusive license to use the Works created under this Contract for non-commercial purposes, provided relevant credit, logos, or other acknowledgments are included. The parties acknowledge that Contractor has its own writings, designs, models, resources, and tools as well as other proprietary material belonging to Contractor that predates this Contract. Contractor owns all rights, title, and interest in its own instructional materials, templates, engagement processes, professional development design, curriculum, lesson plans, and materials including all its own written material and work product developed or created by Contractor prior to or outside of this Contract.

- 6.4** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology, security, and the protection of confidential records and information.
- 6.5** Contractor declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for this **Solicitation**, is within the purview of County Code Section 2.180.010.A.

## **7 INSURANCE REQUIREMENTS**

In the performance of this Contract and until all obligations pursuant to this Contract have been met, Contractor must obtain at its own expense insurance coverage satisfying the requirements in Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms and Conditions).

- 7.1 Commercial General Liability Insurance.** Contractor must obtain Commercial General Liability naming the County and its Agents as an additional insured with limits of not less than:

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

- 7.2 Auto Insurance.** If Contractor will utilize a motor vehicle to perform any portion of Exhibit B (Statement of Work), Contractor must obtain a policy of auto insurance that conforms to the requirements of Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms and Conditions). The auto insurance policy limit must be equal to or exceed the California State minimum requirements for auto insurance liability.
- 7.3 Certificates of Insurance** and copies of any required endorsements must be provided to the County's Program Manager before commencing services under this Contract.
- 7.4 Workers Compensation and Employers' Liability Insurance.** Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming 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 Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, 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.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles has caused this Contract to be executed on its behalf, the day and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Kristin Sakoda, Director  
Department of Arts and Culture

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy County Counsel

**EXHIBIT A**  
**STANDARD TERMS AND CONDITIONS**

**Table of Contents**

<b>1</b>	<b>DEFINITIONS .....</b>	<b>4</b>
1.1	Contract.....	4
1.2	Contractor .....	4
1.3	Statement of Work .....	4
1.4	Subcontract .....	4
1.5	Subcontractor .....	4
1.6	Board of Supervisors (Board).....	4
1.7	County Project Manager.....	4
1.8	County Contract Project Monitor .....	4
1.9	County Project Director .....	4
1.10	Day(s) .....	4
1.11	Contractor Project Manager .....	4
1.12	Fiscal Year .....	5
<b>2</b>	<b>STANDARD ARTS AND CULTURE TERMS.....</b>	<b>5</b>
2.1	Requisite Skills .....	5
2.2	Work Beyond Scope of Contract .....	5
2.3	No Payment for Services Provided Following Expiration – Termination of Contract.....	5
2.4	Notification of 75% of Total Contract Sum.....	5
2.5	Patent, Copyright, and Trade Secret Indemnification .....	5
<b>3</b>	<b>STANDARD COUNTY TERMS .....</b>	<b>6</b>
3.1	Compliance with Applicable Law .....	6
3.2	Compliance with Civil Rights Laws.....	6
3.3	Contractor’s Charitable Activities Compliance.....	7
3.4	Prohibited Activity .....	7
3.5	Liquidated Damages .....	7
3.6	Budget Reductions .....	8
3.7	Complaints .....	8

3.8	County's Quality Assurance Plan .....	9
3.9	Contractor Responsibility and Debarment.....	9
3.10	Damage to County Facilities, Buildings or Grounds .....	11
3.11	Publicity.....	11
3.12	Records.....	11
3.13	Conflicts of Interest .....	13
3.14	Employment Eligibility Verification.....	14
3.15	Independent Contractor Status .....	14
3.16	Most Favored Public Entity.....	15
3.17	Non-Exclusivity.....	15
3.18	Nondiscrimination and Affirmative Action .....	15
3.19	Fair Labor Standards .....	16
3.20	Notices .....	17
3.21	Injury and Illness Prevention Program .....	17
<b>4</b>	<b>COMPLIANCE WITH COUNTY REQUIREMENTS.....</b>	<b>17</b>
4.1	Drug Free Workplace Compliance .....	17
4.2	Warranty Against Contingent Fees .....	17
4.3	Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	18
4.4	Time Off for Voting .....	18
4.5	Compliance with the County's Jury Service Program.....	18
4.6	Compliance with County's Zero Tolerance Policy on Human Trafficking .....	19
4.7	Compliance with the County Policy of Equity .....	19
4.8	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	20
4.9	Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	20
4.10	Consideration of Hiring GAIN/START Participants.....	20
4.11	Notice to Employees Regarding the Federal Earned Income Credit .....	20
4.12	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	21
4.13	Recycled Bond Paper .....	21
<b>5</b>	<b>INDEMNIFICATION AND INSURANCE.....</b>	<b>21</b>
5.1	Indemnification .....	21

5.2	General Provisions for all Insurance Coverage .....	21
5.3	Insurance Coverage .....	24
<b>6</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>25</b>
6.1	Local Small Business Enterprise (LSBE) Preference Program .....	25
6.2	Social Enterprise (SE) Preference Program.....	26
6.3	Disabled Veteran Business Enterprise (DVBE) Preference Program.....	27
<b>7</b>	<b>STANDARD CONTRACT TERMS .....</b>	<b>27</b>
7.1	Force Majeure .....	27
<b>8</b>	<b>Termination .....</b>	<b>28</b>
8.1	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	28
8.2	Termination for Convenience .....	28
8.3	Termination for Default.....	29
8.4	Termination for Improper Consideration.....	30
8.5	Termination for Insolvency .....	30
8.6	Termination for Non-Adherence of County Lobbyist Ordinance .....	30
8.7	Termination for Non-Appropriation of Funds .....	31
8.8	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	31
8.9	Waiver .....	31
8.10	Amendments .....	31
8.11	Assignment and Delegation/Mergers or Acquisitions .....	32
8.12	Subcontracting .....	32
8.13	Governing Law, Jurisdiction, and Venue .....	33
8.14	Validity .....	33
8.15	Interpretation .....	33
8.16	Authorization Warranty.....	33
8.17	Entire Agreement .....	33
8.18	Counterparts and Electronic Signatures and Representations.....	34
<b>9</b>	<b>Survival .....</b>	<b>34</b>

# **1 DEFINITIONS**

## **1.1 Contract**

This agreement executed between County and Contractor. 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.

## **1.2 Contractor**

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.

## **1.3 Statement of Work**

The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

## **1.4 Subcontract**

An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

## **1.5 Subcontractor**

Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

## **1.6 Board of Supervisors (Board)**

The Board of Supervisors of the County of Los Angeles acting as governing body.

## **1.7 County Project Manager**

Person designated by County's Project Director to manage the operations under this contract.

## **1.8 County Contract Project Monitor**

Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

## **1.9 County 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.

## **1.10 Day(s)**

Calendar day(s) unless otherwise specified.

## **1.11 Contractor Project Manager**

The person designated by the Contractor to administer the Contract operations under this Contract.

### **1.12 Fiscal Year**

The twelve (12) month period beginning July 1st and ending the following June 30th.

## **2 STANDARD ARTS AND CULTURE TERMS**

### **2.1 Requisite Skills**

The Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

### **2.2 Work Beyond Scope of Contract**

If the Consultant provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Consultant, and the Consultant must have no claim whatsoever against the County.

### **2.3 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.

### **2.4 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 County Contract Manager.

### **2.5 Patent, Copyright, and Trade Secret Indemnification**

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

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



at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- 2.5.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- 2.5.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
- 2.5.2.3** Modify the questioned equipment, part, or software so that it is free of claims.
- 2.5.2.4** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

### **3 STANDARD COUNTY TERMS**

#### **3.1 Compliance with Applicable Law**

- 3.1.1** In the performance of this Contract, contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 3.1.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **3.2 Compliance with Civil Rights Laws**

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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, contractor certifies to the County:

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

### **3.3 Contractor's Charitable Activities Compliance**

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

### **3.4 Prohibited Activity.**

To the extent applicable, the Contractor represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Contractor agrees to comply with the provision of the federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

### **3.5 Liquidated Damages**

- 3.5.1** If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 3.5.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor'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 contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor 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 contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

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

**3.5.4** 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.

### **3.6 Budget Reductions**

In the event that the County's Board of Supervisors 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 contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor 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 contractor must continue to provide all the services set forth in this Contract.

### **3.7 Complaints**

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

#### **3.7.1 Complaint Procedures**

**3.7.1.1** Within 10 (ten) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

**3.7.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

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

- 3.7.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 3.7.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 (ten) business days of receiving the complaint.
- 3.7.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 3.7.1.7** Copies of all written responses must be sent to the County's Project Manager within 10 (ten) business days of mailing to the complainant.

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

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which 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 of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. 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.

### **3.9 Contractor Responsibility and Debarment**

#### **3.9.1 Responsible Contractor**

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

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

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

#### **3.9.3 Non-responsible contractor**

The County may debar a contractor if it finds, in its discretion, that the contractor 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 contractor'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.

### **3.9.4 Contractor Hearing Board**

- 3.9.4.1** If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 3.9.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3.9.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 3.9.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 3.9.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

**3.9.4.7** Subcontractors of Contractor. These terms will also apply to subcontractors of County contractors.

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

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

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

### **3.11 Publicity**

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

**3.11.1.1** The contractor must develop all publicity material in a professional manner; and

**3.11.1.2** During the term of this Contract, the contractor 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. The County will not unreasonably withhold written consent.

**3.11.1.3** The contractor 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 of Los Angeles, provided that the requirements of this Paragraph 3.11 (Publicity) will apply.

### **3.12 Records**

#### **3.12.1 Public Records Act**

**3.12.1.1** Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect

the contractor's documents, books, and accounting records pursuant to Paragraph 3.12.2 (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. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The 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.

- 3.12.1.2** 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 contractor 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.

**3.12.2** Record Retention and Inspection-Audit Settlement

- 3.12.2.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor 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 contractor 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 contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor 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.

- 3.12.2.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

**3.12.2.3** Failure on the part of the contractor 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.

**3.12.2.4** 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 contractor 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 contractor, then the difference must be either: a) repaid by the contractor 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 contractor 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 contractor, then the difference will be paid to the contractor 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.

### **3.13 Conflicts of Interest**

#### **3.13.1 Conflict of Interest**

**3.13.1.1** 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 contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder 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.

**3.13.1.2** The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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.

#### **3.13.2 Prohibition Against Inducement or Persuasion**



Notwithstanding the above, the contractor 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.

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

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

**3.14    Employment Eligibility Verification**

**3.14.1**     The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor 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 contractor must retain all such documentation for all covered employees for the period prescribed by law.

**3.14.2**     The contractor 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 contractor 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.

**3.15    Independent Contractor Status**

**3.15.1**     This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Except as otherwise expressly provided in the Agreement, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

**3.15.2**     The contractor 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 contractor.

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

**3.15.4** Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE COUNTY DISTRICT ATTORNEY OR OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW. To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Contractor is an independent contractor or consultant.

### **3.16 Most Favored Public Entity**

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

### **3.17 Non-Exclusivity**

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

### **3.18 Nondiscrimination and Affirmative Action**

**3.18.1** The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**3.18.2** Contractor certifies to the County each of the following:

**3.18.2.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.

**3.18.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.

**3.18.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**3.18.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 3.18.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 3.18.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 3.18.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 3.18.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 3.18 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 3.18.7** If the County finds that any provisions of this Paragraph 3.18 (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 Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 3.18.8** The parties agree that in the event the contractor 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.

### **3.19 Fair Labor Standards**

The contractor 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 contractor's employees for which the County may be found jointly or solely liable.

### **3.20 Notices**

All notices or demands required or permitted to be given or made under this Contract must be emailed to County Project Lead and Contractor as identified in the Contract, Paragraph 4.1 (County's Administration) and Paragraph 4.2 (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Director, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **3.20.1 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.

#### **3.20.2 Notice of Disputes**

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor 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 Department Director (Department Head), or designee will resolve it.

### **3.21 Injury and Illness Prevention Program**

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

## **4 COMPLIANCE WITH COUNTY REQUIREMENTS**

### **4.1 Drug Free Workplace Compliance**

The Contractor hereby warrants and certifies that it shall comply with Board Policy 9.050 and the California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600), as applicable.

### **4.2 Warranty Against Contingent Fees**

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

**4.2.2** 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.

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

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

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

#### **4.4 Time Off for Voting**

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

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

##### **4.5.1 Jury Service Program**

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

##### **4.5.2 Written Employee Jury Service Policy**

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

**4.5.2.2** For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of 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 contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service

Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

**4.5.2.3** If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor 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 contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

**4.5.2.4** Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **4.6 Compliance with County’s Zero Tolerance Policy on Human Trafficking**

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

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor’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 Contractor’s staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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

The contractor 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 contractor 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 contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County’s expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

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

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

#### **4.9 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

**4.9.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and 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).

#### **4.10 Consideration of Hiring GAIN/START Participants**

**4.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor 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 contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors 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.

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

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

The contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the

federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **4.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post the poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

##### **4.12.1 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **4.13 Recycled Bond Paper**

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

## **5 INDEMNIFICATION AND INSURANCE**

### **5.1 Indemnification**

The contractor 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.

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

**5.2.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 7 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

**5.2.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement



confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**5.2.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

**5.2.2.3** 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 contractor 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.

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

**5.2.2.5** Certificates and copies of any required endorsements must be e-mailed to: [admin@arts.lacounty.gov](mailto:admin@arts.lacounty.gov) or sent to:

County of Los Angeles  
Department of Arts and Culture  
1055 Wilshire Boulevard, Suite 800  
Los Angeles, CA 90017

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

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional

insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also 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.

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

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

#### **5.2.5 Failure to Maintain Insurance**

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

#### **5.2.6 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.

#### **5.2.7 Contractor's Insurance Must Be Primary**

Contractor'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 contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

#### **5.2.8 Waivers of Subrogation**

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

#### **5.2.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as

additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**5.2.10 Deductibles and Self-Insured Retentions (SIRs)**

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

**5.2.11 Claims Made Coverage**

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

**5.2.12 Application of Excess Liability Coverage**

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

**5.2.13 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.

**5.2.14 Alternative Risk Financing Programs**

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

**5.2.15 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.

**5.3 Insurance Coverage**

**5.3.1 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

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

**5.3.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming 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 Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**5.3.4 Unique Insurance Coverage**

**5.3.4.1 Sexual Misconduct Liability**

For contracts involving Contractor's work with minors, senior citizens, or vulnerable populations, Contractor must also maintain insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**6 UNIQUE TERMS AND CONDITIONS**

**6.1 Local Small Business Enterprise (LSBE) Preference Program**

If the Contractor had requested and was granted the Local Small Business Enterprise preference:

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

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

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

**6.1.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld

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

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

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

## **6.2 Social Enterprise (SE) Preference Program**

If the Contractor had requested and was granted the Social Enterprise preference:

- 6.2.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 6.2.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 6.2.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 6.2.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
  - 6.2.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 6.2.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  - 6.2.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

### **6.3 Disabled Veteran Business Enterprise (DVBE) Preference Program**

If the Contractor had requested and was granted the Local Small Business DVBE preference:

**6.3.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

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

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

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

**6.3.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

**6.3.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

**6.3.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **7 STANDARD CONTRACT TERMS**

### **7.1 Force Majeure**

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

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

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

## **8 Termination**

### **8.1 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 4.9 (Contractor'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 contractor 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 8.3 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

### **8.2 Termination for Convenience**

**8.2.1** This Contract may be terminated, 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 of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

**8.2.2** After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

**8.2.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and

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

- 8.2.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 3.12.2 (Record Retention and Inspection-Audit Settlement).

### **8.3 Termination for Default**

- 8.3.1** The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.3.1.1** Contractor has materially breached this Contract; or
  - 8.3.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.3.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.3.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.3.1, 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. The contractor 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 contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.3.3** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.3.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the 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 contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.3.4** If, after the County has given notice of termination under the provisions of Paragraph 8.3.1 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.3.1 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.3.1, the rights and obligations of the parties will be the same



as if the notice of termination had been issued pursuant to Paragraph 8.2 (Termination for Convenience).

- 8.3.5** The rights and remedies of the County provided in this Paragraph 8.3.1 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.4 Termination for Improper Consideration**

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

- 8.4.2** The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.5 Termination for Insolvency**

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

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

**8.5.1.2** The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

**8.5.1.3** The appointment of a Receiver or Trustee for the contractor; or

**8.5.1.4** The execution by the contractor of a general assignment for the benefit of creditors.

- 8.5.2** The rights and remedies of the County provided in this Paragraph 8.5.1 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.6 Termination for Non-Adherence of County Lobbyist Ordinance**

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply

with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

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

Notwithstanding any other provision of this Contract, the County will not be obligated for the contractor'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 of Supervisors 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 contractor in writing of any such non-allocation of funds at the earliest possible date.

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

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 4.3 "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 contractor 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 contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.9 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 8.9 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.10 Amendments**

**8.10.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by Department Director or his/her designee.

**8.10.2** Arts and Culture may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by the Department Director or his/her designee.

**8.10.3** The Department Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor 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 contractor and by Department Director or his/her designee.

## **8.11 Assignment and Delegation/Mergers or Acquisitions**

- 8.11.1** The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor 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.
- 8.11.2** The contractor 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 contractor may have against the County.
- 8.11.3** Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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 contractor as it could pursue in the event of default by contractor.

## **8.12 Subcontracting**

- 8.12.1** The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.12.2** If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
  - 8.12.2.1** A description of the work to be performed by the subcontractor.
  - 8.12.2.2** A draft copy of the proposed subcontract; and
  - 8.12.2.3** Other pertinent information and/or certifications requested by the County.
- 8.12.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.12.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

- 8.12.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.12.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.12.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.12.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to the County Project Manager.

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

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

### **8.14 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.

### **8.15 Interpretation**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

### **8.16 Authorization Warranty**

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

### **8.17 Entire Agreement**

- 8.17.1** This Contract constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.
- 8.17.2** Contractor warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

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

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.10 (Amendments) and received via email or electronic signature, as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **9 Survival**

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

- Paragraph 1.0 (Definitions)
- Paragraph 8.10 (Amendments)
- Paragraph 3.1 (Compliance with Applicable Law)
- Paragraph 7.1 (Force Majeure)
- Paragraph 8.13 (Governing Law, Jurisdiction, and Venue)
- Paragraph 5.1 (Indemnification)
- Paragraph 5.2 (General Provisions for all Insurance Coverage)
- Paragraph 5.3 (Insurance Coverage)
- Paragraph 3.5 (Liquidated Damages)
- Paragraph 3.12.1 (Public Records Act)
- Paragraph 3.11 (Publicity)
- Paragraph 3.12.2 (Record Retention and Inspection-Audit Settlement)
- Paragraphs 8.1 through 8.8 (Termination Clauses)
- Paragraph 8.14 (Validity)
- Paragraph 8.9 (Waiver)
- Paragraph 2.5 (Patent, Copyright and Trade Secret Indemnification)
- Paragraph 9.0 (Survival)

## EXHIBIT B

### STATEMENT OF WORK

#### 1. PROJECT

The Los Angeles County Department of Arts and Culture (Arts and Culture) has engaged a consultant to develop a draft Countywide Tribal Consultation Policy (Policy) and Implementation Plan (Plan) for the LA County Board of Supervisors to consider adopting for LA County (County). The Policy will provide a framework for the County to establish and maintain effective and consistent government-to-government relationships and engage in meaningful consultation with California Native American Tribes with ancestral and cultural ties to the County.

This work will include convening and facilitating meetings, workshops, and interviews with the Offices of the Board of Supervisors, local tribal governments, the County CEO's Office, Department heads, and County staff, as well as drafting the Policy and Plan. This project is expected to be completed within 18-24 months.

The Consultant will be responsible for managing all aspects of the Project including, but not limited to, developing, planning, and executing Project components detailed below; contracting, managing, and supervising the work products of any and all of Consultant's staff, subcontractors, and vendors who engaged by Consultant to implement Project components; overseeing operations for the Project, including managing the budget, acting as the primary contact for subcontractors and vendors, and ensuring the smooth and timely execution of each deliverable; and providing regular updates to the LANAIC Executive Director and the Department of Arts and Culture on the progress of deliverables.

#### 2. PROJECT BACKGROUND

Tribal governments have a unique relationship with the County compared to community stakeholders who may engage in County processes. The method of interactions with tribal governments should be clearly distinguished from standard community engagement protocols to reflect the government-to-government relationship. Government-to-government tribal consultation provides beneficial insight and helps to produce more robust and meaningful policies, procedures, and ordinances that govern all areas of mutual interest between the County and tribes. This policy should encompass both Federally recognized and Non-federally recognized tribal governments

In 2021, the Los Angeles City/County Native American Indian Commission (LANAIC) and Chief Sustainability Officer (CSO) led multiple listening sessions with tribal leaders and the American Indian and Alaska Native (AIAN) community related to land access issues in response to the LA County Board of Supervisor's (Board) September 29, 2020, Item No. 9 Indigenous Peoples Day [motion](#). One of the six main recommendations made by the group and presented to the Board was to develop Countywide policies and programs to improve government-to-government relations, including the Policy and protocols developed in collaboration with local tribes to reflect their priorities.

To support the development of a Tribal Consultation Policy, the Board adopted a [motion](#) by Supervisors Hahn and Solis directing the LANAIC, in coordination with the Executive Director of Racial Equity for the County's Anti-Racism, Diversity, and Inclusion Initiative (ARDI), to facilitate

and co-lead a workgroup from relevant County departments and leadership from the local tribes listed by the State of California's Native American Heritage Commission (NAHC) to provide specific recommendations regarding the resources and funding needed to develop a systemic tribal consultation policy for the County, as well as provide specific recommendations regarding resources and funding required to develop a truth, healing, and transformation council.

Additionally, the Board adopted a motion, "Acknowledge and Apologize for the Historic Mistreatment of California Native Americans by Los Angeles County" that directed relevant County departments to work in collaboration with local tribes to explore and examine the historical record and relationship between the County and California Native Americans, and develop a public statement that acknowledges, corrects, and disseminates the actual historical record of the County.

Recently, local tribal leaders expressed the need for a Countywide Tribal Consultation Policy during a series of community engagement listening sessions regarding land acknowledgement, harms, and land access. Numerous tribal participants discussed the need to develop a tribal consultation policy to ensure respectful and consistent interactions between County officials, departments, staff, and local Tribes.

### **3. DELIVERABLES**

#### **Deliverable 1: Project Plan**

Work with the LANAIC Executive Director and Arts and Culture staff to develop a comprehensive Project Plan to draft the Policy and Plan for possible adoption by the Board.

The Project Plan must include the following components:

- Reference all relevant County reports and materials, including, but not limited to:
  - [County of Los Angeles Land Acknowledgment and Toolkit](#)
  - [County of Los Angeles Land Acknowledgment Report](#)
  - ["We Are Still Here." A Report on Past, Present, and Ongoing Harms against Local Tribes](#)
  - [Board of Supervisors Motion to Proclaiming Native American Heritage Month and Adopting the Countywide Land Acknowledgment \(Item No. 22, Agenda of November 1, 2022\)](#)
  - [Chief Executive Office Report Back](#) on
    - [Board of Supervisors Motion to Recognize Indigenous Peoples Day as an official County Holiday \(Item No. 9, Agenda of September 29, 2020\)](#)
  - [Los Angeles City/County Native American Indian Commission Report Back](#) on
    - [Board of Supervisors Motion to Proclaim June 25, 2021, as the 45th Anniversary of the Los Angeles City/County Native American Indian Commission and Envision the Commission's Future](#)
    - [Board of Supervisors Motion to Acknowledge And Apologize For The Historic Mistreatment of California Native Americans By Los Angeles County \(Item No. 16, Agenda of July 13, 2021\)](#)
  - [Chief Executive Office Report Back](#) on
    - [Proclaiming November 2023 as Native American Heritage Month and Investing in American Indian and Alaska Native Communities \(Item No.8, Agenda of November 7, 2023\)](#)

- A list of individuals and groups (“Participants”) invited to inform the draft Policy, provide input, and serve as interview subjects. Participants shall include, but not be limited to, designated representatives from Tribes with ancestral ties to what is now known as Los Angeles County, the Board of Supervisors, County staff, and LANAIC Commissioners.
- A realistic timeline for executing all activities and deliverables.
- Articulated goals, format, and participants for each proposed activity and deliverable.
- A regular meeting schedule with the LANAIC Executive Director and Arts and Culture staff.
- Adequate time for the LANAIC Executive Director and Arts and Culture staff to review draft documents and provide feedback.

### **Deliverable 2: Research and Participant Engagement**

Consultant will conduct research to inform the generation of the Policy.

Consultant will conduct outreach to Participants for guidance on policy development and provide opportunities to give feedback at key stages, including a public comment period once the draft is finalized. Outreach should be conducted in a manner that is respectful, trauma-informed, responsive, and contributes to an atmosphere of trust and collaboration.

### **Deliverable 3: Tribal Consultation Policy**

Consultant will develop and draft a Countywide Tribal Consultation Policy. The draft Policy will guide the County’s efforts to share technical information and assist Tribes when requested. The draft Policy will establish a step-by-step process and outline roles and responsibilities to assist the County and each of its boards, departments, and offices in engaging with Tribes broadly and in government-to-government consultation. The draft Policy will be developed according to the timeline in the Plan, as described in Deliverable 1 above.

### **Deliverable 4: Tribal Consultation Policy Implementation Plan**

Consultant will develop an Implementation Plan for the draft Countywide Tribal Consultation Policy for the County to utilize if the Board adopts the Policy. The Implementation Plan will provide a roadmap for the County and its various Departments, Boards, and Offices, including guidance on best practices for implementing actions to comply with the Policy. The Plan will be developed according to the timeline in the Project Plan, as described in Deliverable 1 above.

### **Deliverable 5: Process Documentation and Report**

Consultant will submit a report that documents the processes undertaken for developing both the Policy and Plan. The report will include a summary of interviews, meetings, activities, and details about the Consultant’s methodology and approaches.

## **4. BUDGET**

The maximum all-inclusive Project Budget is \$XXX,XXX. The “Project Budget” includes all costs associated with the completion of project deliverables.

## **5. PAYMENT AND DELIVERABLES SCHEDULE (SAMPLE)**

Contractor will adhere to the schedule outlined below. Adjustments to the schedule may be made upon mutual written agreement between Contractor and Arts and Culture.



Phase	Description of Tasks and Deliverables	Due Date	Amount
1.0	Phase 1: Project Planning Kickoff meeting	TBD	\$X,XXX
1.1	Phase 1 Project Plan Status Report		
2.0	Phase 2: Research and Tribal and Stakeholder Engagement Status Report #1		
2.1	Phase 2: Research and Tribal and Stakeholder Engagement Status Report #2		
3.0	Phase 3: Tribal Consultant Policy Status Report		
3.1	Phase 3: Submission of Draft Tribal Consultation Policy		
4.0	Phase 4: Tribal Consultation Policy Implementation Plan Status Report		
4.1	Phase 4: Final Tribal Consultation Policy Implementation Plan		
<b>Total Contract Amount</b>			<b>\$XXX,XXX</b>

## 6. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract.

### 6.1 Monthly Meetings

Contractor is required to attend scheduled monthly meetings.

### 6.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a mutually agreed upon period of time by the County and the Contractor. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A corrective action plan for all deficiencies identified in the CDR must be submitted to the County Contract Project Monitor within ten (10) workdays.

### 6.3 County Observations

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

## 7. INVOICING AND PAYMENTS

- 7.1 Contractor shall submit invoices in accordance with the Payment and Deliverables Schedule.
- 7.2 The Contractor's invoices should contain: Contractor's Los Angeles County Vendor ID number, the Contract number, and the Milestone/Phase or Deliverable number in accordance with the Payment and Deliverables Schedule, for which payment is claimed.
- 7.3 All invoices under this Contract should be emailed to the County Project Lead within ten (10) business days of the stated due date.
- 7.4 Requests for partial payment for deliverables must be confirmed in writing by the County Project Lead.
- 7.5 Arts and Culture, in their sole discretion, will determine when a deliverable under this Agreement is acceptable. The County will have no obligation to pay for deliverables Arts and Culture deems unacceptable. Approval for payment will not be unreasonably withheld.
- 7.6 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 7.7 The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it 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 Contractor. This provision will survive the expiration or other termination of this Contract.
- 7.8 Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice. For more information on the County LSBE program, visit: <https://dcba.lacounty.gov/local-small-business-enterprise/>.

**REQUIRED FORMS - FORM 1**  
**MINIMUM QUALIFICATIONS**

Vendor acknowledges and certifies that firm meets and will comply with the Vendor's Minimum Qualifications as stated in Section 3, of this Request for Proposer as listed below.

Check the appropriate boxes:

<b>YES</b>	<b>NO</b>	Vendor has a minimum of five (5) years of legal experience in tribal Indian law within the last 10 years.
<b>YES</b>	<b>NO</b>	Vendor has a minimum of five (5) years of experience, within the last 10 years, conducting stakeholder facilitation and policy development for government entities and/or other large organizations.
<b>YES</b>	<b>NO</b>	Vendor has a minimum of three (3) completed prior projects developing tribal consultation policies or similar literature for government entities within the last 10 years.
<b>YES</b>	<b>NO</b>	Vendor has knowledge of tribal consultation and relevant state and federal laws and Executive Orders, including AB 52 (Native Americans: California Environmental Quality Act), SB 18 (Traditional Tribal Cultural Places), and Executive Order B-10-11.
<b>YES</b>	<b>NO</b>	Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. Arts and Culture will verify.

**REQUIRED FORMS – FORM 2**  
**DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

**REQUIRED FORMS – FORM 3**  
**PENDING LITIGATION AND JUDGMENTS**

Proposer's Name: [Click or tap here to enter text.](#)

<b>1. PENDING LITIGATION (Check one)</b>	<b>YES</b>	<b>NO</b>
Proposer is currently involved in pending litigation(s)	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. JUDGMENTS AGAINST PROPOSER IN THE PAST FIVE (5) YEARS (Check one)</b>	<b>YES</b>	<b>NO</b>
Proposer had judgments in the past five (5) years.	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is yes, please identify by name, case, and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Additionally, proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

[Click or tap here to enter text.](#)

**CONTRACTS REQUIRED FORMS – FORM 4**  
**REQUEST FOR PREFERENCE CONSIDERATION**

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

**OR**

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.204</u></a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.205</u></a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#"><u>LACC 2.211</u></a>

**Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**

## **REQUIRED FORMS – FORM 5**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

Check the box that describes the proposer:

- ☐ Individual  
☐ Company

#### **COMPANIES MUST ANSWER ALL QUESTIONS – INDIVIDUALS SKIP TO QUESTION 4**

1. Does your organization have a parent, subsidiary, fiscal sponsor, or related organization, including a related political organization or committee (collectively "Related Organizations")?

- ☐ Yes  
☐ No

If yes, name the organization(s) below:

Name

2. Does your organization (inclusive of any Related Organizations named above) have paid employees that:

- Have appeared or will appear before or communicate with the County to influence the County's decision about this solicitation (do not list individuals whose communications with the County are not for the purpose of influencing decisions about this solicitation),  
OR
- Have authority for the organization to make decisions about contributions.

☐ Yes

☐ No

If yes, list their names and titles below:

Name	Title/Role

3. Does your organization (inclusive of any Related Organizations named above) have paid board members?

☐ Yes.

☐ No.

If yes, list your organization's paid board members:

Name	Title/Role

4. Do you or your organization (inclusive of any Related Organizations named above) pay other individuals such as, but not limited to, consultants, lobbyists, or attorneys, to communicate with County employees or officers on behalf of your organization to influence the County's decision about this solicitation?

☐ Yes

☐ No

If yes, list their names, employer, and title/role:

Name	Name of Employer	Title/Role

**[If Companies answer [Yes] to Questions 1, 2, 3, or 4, Question 5 will apply, Question 5 applies to all Individuals]**

5. Did you, your organization, or any organization or any individual(s) listed above make one or more contributions totaling more than \$500 in the past 12 months to an elected County officer ([County Supervisor](#), Assessor, District Attorney, Sheriff), another elected County officer, or any other County officer or employee?

☐ Yes.

☐ No.

If yes, please provide information for each instance, including the date.



Date contribution was made	Name of Contributor	Name of Officer that received contribution	Amount of Contribution

6. In the past 12 months, has your organization (inclusive of any Related Organizations named above) asked or directed your employees or agents to make a contribution to a County Supervisor, another elected County officer, or any other County officer or employee, either through fundraising events, communications, or any other way?

☐ Yes.

☐ No.

If yes, please provide information for each instance, including the date.

Date Contribution was Solicited or Directed	Name of Recipient Officer	Amount of Contribution

**Note:** Supplementary pages may be included to provide any additional required information.

## ATTESTATIONS

[ ] By checking this box you attest that you made a reasonably diligent investigation regarding the individual or organization/ agency that is seeking a contract with Los Angeles County, and that the responses to the questions in this Contribution and Agent Contribution Declaration Form are true and correct to the best of your knowledge and belief.

## IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

[ ] By checking this box, you also agree that, if you or your organization/ agency hires an agent during the course of these proceedings and has compensated or will compensate them for communicating with the County about this solicitation, you or your organization/ agency will inform the County of the identity of the agent and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer, or any other County officer or employee by you or your organization's/agency's paid agents who have communicated or will communicate with the County about this solicitation after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the proposed contract.

*This material is intended for use by respondents to the Request for Proposal issued by the County of Los Angeles through the Department of Arts and Culture and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you and your organization/agency, you should call your lawyer or contact the Fair Political Practices Commission for further guidance at 1-866-ASK-FPPC (1-866-275-3772) or advice@fppc.ca.gov.*

## **REQUIRED FORMS – FORM 6**

### **ATTESTATION OF COMPLIANCE STANDARD TERMS AND CONDITIONS**

The proposer attests that they have read and understand Exhibit A, Standard Terms and Conditions included in this solicitation and acknowledges that if awarded a contract through this solicitation, the proposer will need to certify compliance with all provisions, programs, policies, and ordinances specified in the exhibit.

Name \_\_\_\_\_ Date \_\_\_\_\_

### **DECLARATION**

I declare under penalty of perjury under the laws of the State of California that information submitted in this proposal is true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

***Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

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

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

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

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

Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_