



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS FOR PEDESTRIAN PLANS PROJECT

RFP 2019-012

January 2020

**Prepared By
County of Los Angeles
Department of Public Health
DIVISION OF CHRONIC DISEASE AND INJURY PREVENTION**

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APPENDICES:

- A-1 Category A: Planning Sample Activity Reimbursement Action Plan**
- A-2 Category B: Outreach Sample Activity Reimbursement Action Plan**
- B Sample Contract:** Identifies the terms and conditions in the Contract.
- C Required Forms:** Forms that must be completed and included in the proposal.
- D Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department of Public Health requesting a Solicitation Requirements Review.
- E Certification of Non-Acceptance of Tobacco Funds:** Required appendix in order for a Proposer to demonstrate that it does not accept funds from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company for the direct sale and/or marketing of tobacco products.
- F Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
- G Living Wage Ordinance:** (Intentionally Omitted)
- H Guidelines for Assessment of Proposer Labor Law/Payroll Violations:** (Intentionally Omitted)
- I Proposer’s Submission Checklist:** Document provided to assist Proposer in ensuring that all applicable sections, forms, exhibits, attachments, etc. are submitted with the proposal. Includes an optional survey questionnaire.

1.0 INTRODUCTION

Quick Reference *	
Purpose	Paragraph 1.1
Availability of Funds	Paragraph 1.6
Proposer's Minimum Mandatory Requirements	Paragraph 3
Anticipated Contract Term	Paragraph 2.1.1
RFP Timetable	Paragraph 4.2
Preparation and Format of the Proposal (i.e. responding to RFP)	Paragraphs 4.7 and 4.8
Proposal Submission	Paragraph 4.11
Contact with County Personnel	Paragraph 8.2
Sample Contract	Appendix B

*Please note that the table above is provided to assist vendors in navigating the RFP. Proposers are responsible for reviewing the entire RFP.

1.1 Purpose

The Los Angeles County (County) Department of Public Health (DPH) is issuing this Request for Proposals (RFP) to solicit proposals from qualified organizations (Proposers) to: (a) develop Pedestrian Plans (Plans), and (b) engage residents in the planning process in four unincorporated communities of the County. Through the community engagement process, Plans will identify infrastructure enhancements and relevant education/encouragement programs with the following goals: improve connectivity in each community's pedestrian network; reduce the high number of pedestrian related collisions; and increase rates of walking by identifying and addressing significant barriers.

Unincorporated communities: East Los Angeles, East Rancho Dominguez, Florence-Firestone, and Willowbrook/West Rancho Dominguez-Victoria.

This RFP establishes guidelines, criteria, and procedures for submitting proposals for required services.

Service Categories

Interested and qualified organizations may elect to submit a proposal for one or both of the following categories. Please note that a separate complete

proposal must be submitted for each category in which a Proposer is applying.

Category A: Planning

Category A seeks proposals from qualified Proposers to develop Plans for four unincorporated communities of the County.

The selected Planning Proposer will work with DPH and the Outreach Proposer(s), to develop Pedestrian Plans for each of the four unincorporated communities. The Planning Proposer will carry out a structured planning process engaging community residents convened by the Outreach Proposer. The Planning Proposer will \ develop culturally relevant project outreach materials, collect and analyze data, lead participatory planning events, and present draft Plans to community and County stakeholders.

Interested and qualified Planning Proposers must submit a proposal to work in all four proposed unincorporated communities. Proposers will not be funded to work in individual unincorporated communities. Only one Planning Proposer will be selected. **Please note that joint proposals with Outreach Proposers will not be accepted.** Proposals for each category will be evaluated separately.

Category B: Outreach

Category B seeks separate proposals from qualified Outreach Proposers to lead culturally relevant outreach efforts to engage and convene community stakeholders in the planning process, gather community input for the development of a Plan, help promote walking, and encourage greater civic engagement in one or more of the four unincorporated communities.

The selected Outreach Proposer(s) will work with DPH and the selected Planning Proposer to engage existing community groups, organize community events, conduct pedestrian and bicycle counts, and promote community efforts to expand or increase pedestrian-focused programs.

Interested and qualified Outreach Proposers must submit a separate and complete proposal for each unincorporated community they are interested in working in. Outreach Proposers may submit more than one proposal and may be funded to work in multiple unincorporated communities if they meet the Minimum Mandatory Requirements as they pertain to each community. Up to four Outreach Proposers will be selected. **Outreach Proposers should not submit joint proposals with Planning and/or other Outreach Proposers.** Proposals for each category and each identified unincorporated community will be evaluated separately.

DPH will serve as the project manager for this program, be a key liaison to the County Board of Supervisors and County departments, and will oversee activities of both Planning and Outreach Proposers.

1.2 Background

This RFP is made possible by an award received from the California Transportation Commission (CTC) as part of the Active Transportation Program (ATP) created by Governor Jerry Brown in accord with Senate Bill 99 and Assembly Bill 101. These bills consolidated various transportation programs such as the federal Transportation Alternatives Program, State Bicycle Transportation Account, and federal and State Safe Routes to School programs. The purpose of the ATP is to encourage use of active transportation to achieve the following goals: 1) increase the proportion of trips accomplished by biking and walking; 2) increase safety and mobility for non-motorized users; 3) advance the active transportation efforts of regional agencies to achieve greenhouse gas (GHG) reduction goals; 4) enhance public health; 5) ensure that disadvantaged communities fully share in the benefits of the program; and 6) provide a broad spectrum of projects to benefit many types of active transportation users.

According to the 2015 Los Angeles County Health Survey (LACHS), 34.9 percent of County residents do not meet physical activity guidelines. Sedentary lifestyles have a profound impact on rising rates of obesity, diabetes, hypertension, premature death, and years of healthy life lost in the County. Physical factors contributing to decreased physical activity include communities designed with inhospitable, few, or no pedestrian amenities.

Similarly, traffic fatalities and severe injuries due to traffic-related causes are among the most serious public health threats in Los Angeles County. Countywide, motor vehicle collisions are the leading cause of death for children aged 5 to 14 years, and the third leading cause of premature death overall. In unincorporated Los Angeles County, fatal collisions have increased by nearly 28 percent between 2013 and 2017. Twenty percent of all fatal and severe injury traffic collisions in the unincorporated communities involve a person walking.

In February of 2017 the Los Angeles County Board of Supervisors (Board) directed County departments to work together to develop a Vision Zero initiative focused on eliminating fatal and severe injury traffic collisions. This effort includes identifying Collision Concentration Corridors, any half-mile roadway segment that contained three or more fatal or severe injury collisions between January 1, 2013 and December 31, 2017. Of these, eight of the top 20 corridors with the highest concentrations of such collisions are found within the project area.

1.3 DPH Pedestrian Plans Project

The DPH Pedestrian Plans Project will incorporate the following core components: 1) culturally-competent outreach tailored to each participant community; 2) community participatory planning via collaboration with key agency, community leaders, and residents; and 3) data collection and analysis in: East Los Angeles, East Rancho Dominguez, Florence-Firestone, and Willowbrook/West Rancho Dominguez-Victoria.

The DPH Pedestrian Plans Project will develop Community Pedestrian Plans to be presented for adoption by the Board of Supervisors and incorporated into the County's General Plan as new chapters in "Step by Step Los Angeles County: Pedestrian Plans for Unincorporated Communities" (Step by Step), an existing sub-element of the Mobility Element. The development of the Plans will contribute to increased and safer pedestrian activity in the unincorporated communities and aims to benefit all residents, but in particular will benefit key priority populations. The priority populations within these communities include: youth, transit users, seniors, disabled people, and residents of low socio-economic status. Each of these populations has different needs and requires tailored approaches to elicit their participation and input on the Plans. Additionally, significant portions of the unincorporated communities speak languages other than English, such as Spanish. Proposers will need to implement a culturally-competent approach throughout the project by employing Spanish-speaking staff and using professional interpretation and translation services.

The communities were selected based on need as well as potential for impact along Collision Concentration Corridors. Each community falls into different political boundaries, including: (i) Supervisorial districts and (ii) Service Planning Areas specified by DPH.

The table below provides data on each of the four unincorporated communities.

	East Los Angeles	East Rancho Dominguez	Florence-Firestone	Willowbrook/West Rancho Dominguez-Victoria	LA County
Total Population	126,985	16,113	65,782	44,289	9,816,130
Area (sq mi)	7.4	0.8	3.5	5.7	4,751
Median Household Income	38,965	43,370	34,094	43,081	61,271
% of population 5 and under	8	9	10	9	6
% of population 65 and over	10	6	6	9	12
% Households with No Vehicle	13	8	14	10	10
% overweight/obese children	42	45	44	45	33
% children who engage in regular physical activity	15	15	16	18	19

% of commuters who bike to work	4	1	1	0	23.9
% of commuters who take transit to work	47	4	35	4	22.4
% of commuters who walk to work	22	1	6	1	8

1.4 Goals and Objectives

As described above, there is **great need for community-driven pedestrian planning and targeted education and engagement** activities that can overcome the significant barriers to walking in the identified unincorporated communities. This RFP seeks Plans aimed to improve connectivity in each community's pedestrian network, reduce the high number of pedestrian related collisions, and increase rates of walking in the four project communities through community engagement, identified programs, and infrastructure recommendations.

Category A

All **Planning Proposers** will be required to complete the following seven core objectives (required activities for each objective can be found in "Appendix A: Sample Activity Reimbursement Action Plan – Planning" for Plan Consultant):

1. **Project Launch and Administration:** Complete required administrative/management functions, participate in regular meetings with DPH and the Outreach Proposer(s), and demonstrate administrative capacity for timely submittal of regular fiscal and programmatic reports and invoices, including submission of back-up documentation. Update and translate existing Step by Step outreach materials. Work with Outreach Proposers to engage residents in development of Plans.
2. **Data Collection and Fieldwork:** Collect and map (as appropriate) relevant existing data available in planning documents. New data collected through fieldwork and through outreach processes will serve as baseline existing conditions for outreach strategies. Engage the Technical Advisory Committee (TAC) to complete tasks. Conduct fieldwork (including behavioral observation and photo inventory) at priority locations to recommend infrastructure improvements. Analyze pedestrian and bicycle count data. Develop Existing Conditions Report with the information collected during this phase.
3. **Phase 1, Participatory Planning:** Work with Outreach Proposers to gather information, convene community workshops to provide an overview of the project, and gather feedback on problem areas and community walking preferences, to inform the development of the Plans. Identify locations for bicycle and pedestrian counts in each unincorporated community.

4. **Draft Plan Development:** Using the information collected through the first three phases, develop the draft Pedestrian Plans. The draft Plans will 1) suggest applicable County programs for each community; and 2) identify existing and proposed infrastructure recommendations, along with conceptual cost estimates and scores based on the existing Step by Step prioritization framework. Proposers will work with DPH, TAC, and other stakeholders to review and revise the draft Plans as necessary for public release.
5. **Phase 2, Participatory Planning:** In collaboration with DPH and Outreach Proposers, convene community workshops and attend Community Advisory Committee meetings to review draft Plans and gather feedback on the design recommendations included in the draft Plans. Participate in meetings with DPH, Public Works, and other relevant County departments to gather input and address public feedback.
6. **Phase 3, Final Plan Development:** Incorporate edits to the draft Plans from the public, Board offices, DPH and other County departments. Participate in meetings with DPH and Public Works to review and finalize the Plans. Conduct analysis to comply with the California Environmental Quality Act (CEQA) using the adopted Mitigated Negative Declaration for Step by Step as the baseline for an addendum or other environmental document as appropriate, in consultation with DPH and County Counsel.
7. **Plan Adoption:** Assist DPH in preparing appropriate parties for adoption of Plans as needed, present draft Plans to the Board and the Regional Planning Commission (Planning Commission), and revise Plans as necessary based on feedback from the Board and the Planning Commission.

Category B

All RFP ***Outreach Proposers*** will be required to complete the following four core objectives (required activities for each objective can be found in Appendix B: Sample Activity Reimbursement Action Plan - Outreach for Community Based Organizations):

1. **Project Launch and Administration:** Complete required administrative/management functions, coordinate and/or participate in regular meetings with DPH and the Planning Proposer, and demonstrate administrative capacity for timely submittal of regular fiscal and programmatic reports and invoices, including submission of back-up documentation. Work with selected Planning Proposer to develop the Plan.

2. **Phase 1, Participatory Planning:** Establish a Community Advisory Committee (can utilize an existing group), conduct outreach, and help organize workshops, walk audits, and photo voice projects with key stakeholders (youth, transit users, seniors, disabled people, and residents of low socio-economic status, etc.) to build community awareness and support for the Plan. Assist DPH in conducting pedestrian and bicycle counts.
3. **Phase 2, Participatory Planning:** Engage the community to provide feedback on the draft Plan. Organize and facilitate community walks or other engagement events to highlight recommendations from the draft Plan. Support DPH and Planning Proposer by broadly promoting the project and gathering community input.
4. **Plan Adoption:** Using various outreach channels, inform and invite community members to hearings where the Plan would be presented for consideration and adoption.

1.5 Terms and Definitions

The following terms are used throughout this RFP and shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. **AB321:** California Assembly Bill 321 went into effect in 2008 and allows local jurisdictions to extend school zones to 1,000 feet and reduce posted speed limits to 15 miles per hour (mph) on residential streets where posted speed limits are already 30 mph or less.
2. **Active Transportation:** Any self-propelled, human-powered mode of transportation such as walking or bicycling.
3. **Active Transportation Program (ATP):** Program that consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The purpose of ATP is to encourage increased use of active modes of transportation.
4. **Board of Supervisors (Board):** The governing body of the County of Los Angeles, serving as both the executive and legislative head of the County.
5. **Body Mass Index (BMI):** A number calculated from a person's weight and height that provides an indicator of body fatness for most people

and is used to screen for weight categories that lead to health problems.

6. **California Environmental Quality Act (CEQA)**: A statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.
7. **Childhood Obesity**: Defined as a BMI at or above the 95th percentile for children of the same age and sex.
8. **Community Advisory Committee (CAC)**: A group of community members and leaders formed and maintained throughout the DPH Pedestrian Plans Project to provide guidance and feedback on the development of the Plans.
9. **Community Pedestrian Plans**: See Pedestrian Plans.
10. **Evaluation**: A systematic assessment, using a variety of qualitative and quantitative methods, to answer questions about a specific policy, program, or project.
11. **Fieldwork**: The act of gathering quantitative and qualitative information through observation by physically visiting and evaluating each community to inform the development of the Pedestrian Plans.
12. **Health Disparity**: The difference in health status across two or more groups that is often linked with social, economic, and/or environmental disadvantage.
13. **Outreach Proposer**: An organization (a non-profit organization, non-governmental organization, California private for-profit organization, or college, university or school district) with work experience in one or more Service Planning Areas of this RFP and will be responsible for conducting outreach to inform the development of the Plans.
14. **Participatory Planning**: A planning process that intentionally and thoughtfully involves community stakeholders of a target community.
15. **Pedestrian and Bicycle Counts**: A method to measure the volume and direction of pedestrian and bicycle traffic through time and by location. It provides quantitative data to evaluate the need for and effectiveness of various pedestrian and bicycle planning measures. Counts can be done manually or with automatic counting technology.

16. **Pedestrian Plans (Plans)**: A community-level planning document that identifies barriers and gaps, and develops specific infrastructure recommendations to improve pedestrian safety and connectivity.
17. **Pedestrian Safety Awareness Campaign**: An education and encouragement campaign to promote the awareness of the rights of pedestrians, and rules of the road as they pertain to pedestrians to increase the safety of people walking.
18. **Planning Commission**: The Los Angeles County Regional Planning Commission consists of five Commissioners appointed to four-year terms by the Board of Supervisors. The Commissioners act as an advisory body to the Board of Supervisors on all planning matters.
19. **Planning Proposer**: A firm who will be responsible for developing the Pedestrian Plans referenced in this RFP.
20. **Service Planning Area (SPA)**: Administrative boundaries within Los Angeles County that enable DPH to develop and provide more relevant public health and clinical services targeted to the specific health needs of the residents in these geographic areas.
21. **Social Determinants of Health**: Conditions in which people are born, grow, live, work and age, such as living next to a freeway or not having access to fruits and vegetables, which impact one's health. These circumstances are shaped by the distribution of money, power and resources at global, national, and local levels.
22. **Step by Step Los Angeles County: Pedestrian Plans for Unincorporated Communities (Step by Step)**: A sub-element to the Mobility Element of the Los Angeles County General Plan adopted in 2019 that provides countywide policies, programs, and procedures relating to the pedestrian experience; and which includes local Community Pedestrian Plans for four unincorporated areas (Lake Los Angeles, Walnut Park, Westmont/West Athens, and West Whittier-Los Nietos) that provide specific infrastructure proposals to improve walkability and pedestrian safety.
23. **Supervisorial District**: Los Angeles County is divided into five Supervisorial districts. The governmental powers of the County of Los Angeles are exercised through a Board of Supervisors. Provisions of the Los Angeles County Charter call for a five-member Board of Supervisors, each represents a district in the County.

24. **Technical Advisory Committee:** An interdepartmental and/or interagency group formed by DPH and maintained throughout the project period to provide guidance and feedback on the development of the Pedestrian Plans.
25. **Unincorporated Community:** The population residing in communities and areas outside the jurisdictional boundaries of incorporated cities in Los Angeles County. County government provides basic municipal services such as law enforcement, zoning, building permits, libraries, parks, recreational programs, street maintenance, and traffic signals and stop signs to unincorporated communities.
26. **Vision Zero:** An interdepartmental initiative co-lead by DPH to eliminate severe injury and fatal traffic collisions in the unincorporated communities.

1.6 Availability of Funds

The County has received funding from the of California Department of Transportation (Caltrans) to support the Pedestrian Plans project and is anticipating funding the following:

Category A: Planning

One (1) contract in an estimated amount not to exceed \$365,000 for a 36-month period.

Category B: Outreach

Up to four (4) contracts in an estimated amount of \$75,000 (per contract) for a 36-month period.

This is a three-year project that shall be completed in exactly 36 months from the date of contract execution.

The County shall in no way be liable or responsible to a Proposer or any third party for any costs incurred in connection with the preparation or submission of any proposal, the modification of any of the Proposer's operations in responding to this RFP, a Proposer's protest of the contract award process, and/or the contract negotiation process.

2.0 CONTRACT FOR PEDESTRIAN PLANS PROJECT

2.1 Sample Contract: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix B, of this RFP.

2.1.1 Anticipated Contract Term

The Contract term shall be effective upon execution by both parties, following approval by the Board of Supervisors and shall continue for a period of 36 months, unless sooner terminated or extended, in whole or in part, as specified in Appendix B, Sample Contract.

2.1.2 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract.

2.1.3 Days of Operation

The Contractor shall conduct routine services/activities during their proposed hours of operation. The Contractor shall be required to submit days and hours of operation to DPH. Upon funding, Contractor will be required to comply with days and hours of operation and notify DPH of all observed holidays (i.e., office closure dates).

2.1.4 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Paragraph 11, Indemnification, of Appendix B, Sample Contract. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraphs 12, General Provision for All Insurance Coverages, and 13, Insurance Coverage Requirements, of Appendix B, Sample Contract.

2.1.5 Health Insurance Portability and Accountability Act of 1996

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix B, Sample Contract.

3.0 PROPOSER'S MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A-1, Category A: Planning Sample Activity Reimbursement Action Plan, and Appendix A-2, Category B: Outreach Sample Activity Reimbursement Action Plan, of this RFP are invited to submit proposal(s), **provided they meet the following minimum mandatory requirements:**

Category A: Planning

1. Proposer must have a business office in operation located in Los Angeles County.
2. Proposer must have a minimum of five (5) years' experience within the last ten (10) years developing active transportation plans for bicycle, pedestrian, and safe routes to school.
3. Proposer must have completed a minimum of three (3) plans with pedestrian infrastructure and program components (e.g., a Safe Routes to School plan or Active Transportation Plan with recommended pedestrian infrastructure improvements and programs) within the past five (5) years.
4. Proposer must have at least one (1) staff person with a minimum of five (5) years' experience within the last ten (10) years managing and developing active transportation plans.
5. Proposer must have ability to provide or obtain simultaneous or consecutive interpretation for English/Spanish, and written translation for English/Spanish.
6. Proposer must be one of the following:
 1. A non-profit or non-governmental organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization, and has been in business for a minimum of two (2) years;

-OR-

 2. A California private, for-profit organization that has been in business for a minimum of two (2) years.
7. Proposer must not receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years from the release date of this RFP.

Appendix E, Certification of Non-Acceptance of Tobacco Funds, must be submitted with proposal.
8. Proposer must not have Unresolved Disallowed Costs. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller in an amount

over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six (6) 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.

County will verify that Proposer does not have unresolved disallowed costs.

Category B: Outreach

1. Proposers must have a business office in operation located in Los Angeles County.
2. Proposers must have at least two (2) years' experience within the last five (5) years in conducting community outreach as of the proposal submission due date.
3. Proposers must have at least one (1) year experience within the last (5) years, working in the SPA where the Proposer has identified the program will take place.
4. Proposers must have personnel that are able to converse fluently in Spanish.
5. Proposers must be one of the following:
 - a. A non-profit or non-governmental organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization, and has been in business for a minimum of two (2) years;

-OR-

- b. A California private, for-profit organization that has been in business for a minimum of two (2) years.
6. Proposers must not receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years from the release date of this RFP.

Appendix E, Certification of Non-Acceptance of Tobacco Funds, must be submitted with proposal.

7. Proposers must not have Unresolved Disallowed Costs. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six (6) 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. County will verify that the Proposer does not have unresolved disallowed costs.

4.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers regarding preparation and submission of their proposal.

4.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and her judgment shall be final.

4.2 RFP Timetable

Release of RFP	January 6, 2020
Request for a Solicitation Requirements Review Due by 3:00 PM	January 17, 2020
Proposer's Written Questions Due by 3:00 PM	January 17, 2020
Release of Questions and Answers	January 29, 2020
PROPOSALS DUE BY 3:00 PM	February 12, 2020

All times as listed above and throughout this RFP are Pacific Time (PT).

4.3. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D, Transmittal to Request a Solicitation Requirements Review, to DPH as described in this guideline. A request for a Solicitation Requirements Review may be denied, in DPH's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made by the date provided in Paragraph 4.2, RFP Timetable, to the address and contact person identified in RFP, Paragraph 8.2, Contact with County Personnel;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request asserts that either:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. Upon response, the County's decision to the Solicitation Requirements Review shall be final. All requests for a Solicitation Requirements Review should be submitted by email transmission only, by the date and time indicated pursuant to RFP Paragraph 4.2, RFP Timetable, to:

Jose C. Garcia, Ed.D., MPA
County of Los Angeles, Department of Public Health
Division of Chronic Disease and Injury Prevention
Contracts and Grants Administration
Email address: cdipcontracts@ph.lacounty.gov

4.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by e-mail only to the individual identified below. All questions must be received by the due date and time specified pursuant to Paragraph 4.2, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Answers to Proposer's questions will be released on the date specified in Paragraph 4.2, RFP Timetable.

Questions should be addressed to:

Jose C. Garcia, Ed.D., MPA
 County of Los Angeles, Department of Public Health
 Division of Chronic Disease and Injury Prevention
 Contracts and Grants Administration
 Email address: cdipcontracts@ph.lacounty.gov

4.5 Submission of Application for Exemption to Living Wage Program
 (Intentionally Omitted)

4.6 Proposers Conference (Intentionally Omitted)

4.7 Preparation of the Proposal

Interested and qualified organizations may elect to submit a proposal for one or both of the categories described in this RFP. Please note that a separate complete proposal must be submitted for each category in which a Proposer is applying.

As outlined in Paragraph 4.8, Proposal Format, Proposers are required to submit a complete proposal by the deadline identified in RFP, Paragraph 4.2, RFP Timetable, to the person and address identified in RFP, Paragraph 4.11, Proposal Submission.

As outlined in Paragraph 1.1, Purpose, under Subparagraph CATEGORY B: Outreach, Proposers applying to work in more than one unincorporated community must submit a separate proposal for each unincorporated community that it is proposing to work in. DPH will reject any proposal that fails to adhere to the required format.

All proposals submitted to DPH must be written in English. They are to be organized and assembled into one volume in the format and order described below.

1. Package must include one (1) **unbound**, SINGLE-SIDED, original proposal package, including all required attachments and forms with original signatures. Do not staple or professionally bind the original proposal. Use a rubber band or binder clip to keep the pages of the original proposal together. The original proposal must be marked as such, e.g., "Original" on the proposal's Title Page.
2. Package must include additional four (4) **DOUBLE-SIDED professionally bound** copies of the original proposal package (including copies of all required forms and attachments). Each proposal copy must be marked as such, e.g., "Copy" on the proposal's Title Page.

3. Proposals must be typewritten, single spaced with no less than an 11-point Arial font on 8½” by 11” paper, with the 8½” ends of the paper as the top and bottom of the page, and 1” margins. Header and footer margins shall be no less than 0.3”.

CATEGORY B ONLY: Footer on each page must include Proposer’s name and name of proposed unincorporated community to which the agency is applying.

4. Proposal pages must be numbered sequentially including attachments from beginning to end and must include a complete Table of Contents for the proposal and its attachments, to ensure there are no duplicate or missing pages.
5. The entire narrative of the proposal (Sections A, B, C, D, and E) must not exceed the page limits identified below in Paragraph 4.8, Proposal Format. Page limits exclude title page, table of contents, budget, budget justification, sample monitoring forms associated with Quality Control Plan, and required forms. **Any responses beyond the allotted page limits will not be read or scored.**
6. Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the proposal.

4.8 Proposal Format

Proposers are required to respond to all sections of the RFP, including each sub section, if applicable.

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

1. Exhibit 1, Proposer’s Organization Questionnaire/Affidavit and CBE Information of Appendix C, Required Forms
2. Exhibit 2, Proposer’s Affidavit of Adherence to Minimum Mandatory Requirements of Appendix C, Required Forms
3. Table of Contents
4. Executive Summary (Section A)
5. Proposer’s Qualifications (Section B)
6. Proposer’s Approach to Provide Required Services (Section C)
7. Proposer’s Quality Control Plan (Section D)
8. Proposer’s Green Initiatives (Section E)
9. Acceptance of/or Exceptions to Terms and Conditions (Section F)
10. Resumes (Both Categories) (Section G)
11. Customized Materials (Both Categories) (Section G)
12. Work Sample (Category A only) (Section G)

13. Proposal Required Forms (Section H)

4.8.2 Proposer’s Organization Questionnaire/Affidavit and CBE Information

Format: Exhibit 1 of Appendix C, Required Forms

Page Limit: Not applicable

The Proposer shall complete, sign and date Exhibit 1, Proposer’s Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix C, Required Forms. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Contract.

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

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

Required Support Documents:

Format: Certificate/Conformed Copy

Page Limit: Not applicable

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

- a. A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- b. A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.
- c. If applicable, Proposer must provide a copy of its “IRS 501 (c)(3) Determination Letter” which must state that Proposer’s organization qualifies for tax-exempt status under Section 501 (c)(3) status of the Internal Revenue Code.

Limited Partnership:

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

4.8.3 Table of Contents

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

4.8.4 Executive Summary (Section A)

NOTE: Both Category A and B Proposers are required to respond to this section of the RFP.

Format: Narrative
Page Limit: 1 Page

The Executive Summary shall condense and highlight contents of the proposal to provide DPH and the evaluation committee with a broad understanding of the Proposer's mission, relevant experience, understanding of the project and selected project area; and showcase the organizations approach to the work.

4.8.5 Proposer's Qualifications (Section B)

NOTE: Both Category A and B Proposers are required to respond to this section of the RFP.

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

A. Proposer's Background and Experience (Section B-1)

Format: Narrative
Page Limit: 1 Page

Provide a summary of relevant background information to demonstrate that the Proposer meets Paragraph 3.0, Proposer's Minimum Mandatory Requirements, of this RFP and has the capability to perform the required services. Information in response to the Proposer's ability in meeting each of the

Minimum Mandatory Requirements must support Proposer's response provided in its completed Exhibit 2, Proposer's Affidavit of Adherence to Minimum Mandatory Requirements, of Appendix C, Required Forms.

B. Proposer's References (Section B-2)

Format: Exhibit 3, Prospective Contractor References, Exhibit 4, Prospective Contractor List of Contracts, and Exhibit 5, Prospective Contractor List of Terminated Contracts, of Appendix C, Required Forms

Page Limit: Not applicable

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. **Proposer cannot use DPH's Division of Chronic Disease and Injury Prevention staff as references on Exhibit 3, Prospective Contractor References.** The same agencies may be listed on both forms - Exhibits 3 and 4 of Appendix C.

County may disqualify a Proposer if:

- 1) References fail to substantiate Proposer's description of the services provided; or
- 2) References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- 3) DPH is unable to reach the point of contact with reasonable effort during normal working hours. It is the Proposer's responsibility to inform the point of that DPH will be attempting to contact them as a reference.

The Proposer must complete and include the following Required Forms:

- a. Exhibit 3, Prospective Contractor References, Appendix C, Required Forms. Proposer must provide five (5) references where the same or similar scope of services was provided. References must be a contractual relationship, in which the Proposer received grant funding for services.
- b. Exhibit 4, Prospective Contractor List of Contracts, Appendix C, Required Forms. The listing must include all

non-profit and public entity contracts for which the Contractor has provided the same or similar services within the last five (5) years. Use additional sheets if necessary.

- c. Exhibit 5, Prospective Contractor List of Terminated Contracts, Appendix C, Required Forms. Listing must include contracts terminated (i.e., due to lack of funding, performance expiration of term, etc.) within the last five (5) years and must include a reason for termination. Use additional sheets if necessary.

C. Proposer’s Pending Litigation and Judgments (Section B-3)

Format: Exhibit 6, Prospective Contractor Pending Litigation and Judgments, of Appendix C, Required Forms

Page Limit: Not applicable

Proposer is to complete and submit Exhibit 6, Prospective Contractor Pending Litigation and Judgments, of Appendix C, Required Forms, and 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. Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

If there are no pending litigations and/or judgments, Proposer shall indicate “Not Applicable”.

D. Financial Capability (Section B-4)

Format: Three (3) Sets of Financial Statements

Page Limit: Not applicable

Proposer must provide copies of the company’s annual financial statements issued for the last three (3) years. Financial statements should reflect the financial strength and capability of the organization in the provision of required services throughout the term of any resultant Contract, as well as the organization’s capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

The following accounts must be included in the organization's financial statements:

Balance Sheet Accounts

1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner's/Shareholder's Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
 - Bad Debts *
 - Depreciation*
 - Amortization*
2. Total Expenses
3. Gross Income
4. Net Income

*** May be excluded if they do not apply to the organization's operations.**

Depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial statements may differ. For example, for a non-profit entity, the Balance Sheet is referred to as the Statement of Financial Position. Please submit the applicable document to reflect the information requested.

If audited statements or Single Audit Reports are otherwise required, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

Financial statements will be kept confidential if so stamped on each page.

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

NOTE: Proposers are required to refer to the specific category instructions when responding to this Section.

Section C-1: Category A: Planning

Format: Narrative
Page Limit: 25 pages

This section must clearly demonstrate the Proposer's ability to achieve the Goals and Objectives listed in Paragraph 1.4 and develop and implement Appendix A-1, Category A: Planning, Sample Activity Reimbursement Action Plan, by answering the questions below.

This section must not exceed a total of 25 pages. Any additional pages beyond the page limits will not be reviewed and will not be scored. Do not include videos, exhibits, promotional literature or other non-required attachments in this section. Proposers are required to respond to all sections of the RFP. Proposers must respond to all parts of every question.

Section C-1.1: Organizational Description and Experience (8 pages maximum)

1. Provide an overview of the Proposer's organization including mission, vision, and core values.
2. Provide an overview of the Proposer's experience and knowledge in developing pedestrian plans or other relevant plans that include comprehensive pedestrian infrastructure recommendations. Include descriptions of relevant past projects.
3. Describe the Proposer's prior work (if any) in the four unincorporated communities of East Los Angeles, East Rancho Dominguez, Florence-Firestone, and/or Willowbrook/West Rancho Dominguez-Victoria. If no prior work in one or more of these unincorporated areas, mark "Not Applicable."
4. Describe the Proposer's prior experience working with different Los Angeles County departments (e.g., Department of Public Works, Department of Public Health, Department of Regional Planning, Department of Parks and Recreation, etc.). Include nature of relationship(s), type of project(s), and years of collaboration. If the Proposer does not have the experience, mark "Not Applicable."
5. Describe the Proposer's key personnel and management structure relevant to this project:

- a. Include short biographies of each personnel that include experience and skills (including languages spoken); activities and deliverables staff will be responsible for; and approximate percentage of time dedicated to the project.
- b. Demonstrate how key personnel will form an integrated team to achieve the tasks described in Appendix A-1, Category A: Planning Sample Activity Reimbursement Action Plan, and how the Proposer will approach working in multiple communities at the same time.
- c. Include a one-page resume for each personnel in Paragraph 4.8.10, Proposal Required Documents (Section G) (resume pages do not count toward 25-page limit for this section). Resumes should highlight experience including but not limited to education, research, publications, and past projects.

Section C-1.2: Proposed Program (17 pages maximum)

Format: Narrative
Page Limit: 17 pages

Describe the Proposer’s relevant experience and capacity to complete the following activities:

Project Launch and Administration

1. This project cannot exceed 36 months after a contract is executed. Describe how the Proposer will ensure timely start-up and effective implementation of the project, including both administrative and programmatic resources, cite specific examples of current and available resources to begin work immediately.
2. Describe the Proposer’s experience developing the following customized materials used for outreach and community engagement:
 - Web presence
 - Photo renderings
 - Infographics and/or informational sheets
 - Surveys

Please provide five samples of each of the items listed above (Web presence, photo rendering, infographics/informational sheet and surveys). Each sample must be a one-sided page that demonstrates each of the above (e.g., photos, screen shot, etc.). Include samples in Section G (pages do not contribute to overall page limit for this section).

Data Collection and Field Work

1. Describe the Proposer's approach to gathering information to develop the Plans. Given the spatial and geographic diversity of each target community, include a discussion about data collection and fieldwork methods the Proposer will employ to develop the Existing Conditions Report and Draft Plan (as referenced in Appendix A-1, Category A: Planning Sample Activity Reimbursement Action Plan). Describe any tools or resources the Proposer has that will expedite or enhance this process.
2. Describe the Proposer's approach to collecting, cleaning, and analyzing collision data to inform planning recommendations. Note: If applicable, include any past experience working within a Vision Zero framework and Proposer's understanding of the Vision Zero concept as it relates to pedestrian planning.

Phase 1: Participatory Planning – Plan Development

1. Describe and provide specific examples of the type of information that the Outreach Proposers and DPH staff aim to collect and how the feedback will be collected and incorporated into the Plans.
2. Describe the Proposer's experience convening and facilitating working groups (such as a Technical Advisory Committee or Community Advisory Committee). Include examples of challenges overcome, and discussion about tactics used to balance different agency or community goals.

Draft Plan Development

1. Describe the Proposer's approach to developing pedestrian infrastructure recommendations. Include a discussion about the underlying principles (e.g., safety, comfort, users, etc.) that will guide the development of the infrastructure recommendations and how the Proposer will evaluate feasibility.
2. DPH is interested in addressing concerns about crime and violence that may serve as barriers to walking. Describe the Proposer's approach to incorporating recommendations to address crime and violence in the Plans.

Phase 2: Participatory Planning – Feedback on Draft Plan

1. Describe the Proposer's approach to facilitating community workshops to vet a draft plan with community stakeholders.

Discuss how the Proposer will incorporate community input and vet with government stakeholders. Provide examples from past projects.

Phase 3: Final Plan Development

1. Describe the Proposer's experience developing environmental review documents to comply with the CEQA. If the Proposer does not have experience, describe the approach to comply with development of environmental review documents.

Work Sample

1. Proposer must provide a work sample (complete or appropriate excerpts) in Section G (pages do not contribute to overall page limit for this section), which is indicative of the quality and type of work that will be commensurate with the final Plans. Include a short introductory paragraph that provides context for the work sample. The work sample should be recent (finalized within the past five years).

Section C-2: Category B: Outreach

Format: Narrative
Page Limit: 25 pages

This section must clearly demonstrate the Proposer's ability to achieve Paragraph 1.4, Goals and Objectives, of the RFP and develop and implement the Appendix A-2, Category B: Outreach, Sample Activity Reimbursement Action Plan, by answering the questions below. **This section must not exceed a total of 25 pages.** Any additional pages beyond the page limits will not be reviewed and will not be scored. Do not include videos, exhibits, promotional literature or other non-required attachments in this section. Proposers are required to respond to all sections of the RFP. Proposers must respond to all parts of every question.

Section C-2.1: Organizational Description and Experience

Format: Narrative
Page Limit: 5 pages

1. Provide an overview of the Proposer's organization including history, mission, vision, core values, and overview of services and programs offered.

2. Describe the Proposer's experience working in or near the unincorporated community and with the following populations: youth, seniors, disabled, low socioeconomic status, and the predominate ethnicities/races of the unincorporated community.
3. Describe staff qualifications to accomplish the activities outlined in Appendix A-2, Category B: Outreach, Sample Activity Reimbursement Action Plan. Include one-page resumes or curriculum vitae in Section G, to highlight staff's experience conducting outreach campaigns, Spanish language skills, contract work experience, etc. (Contract work is defined as paid work as a subcontractor on a project.)
4. Describe the Proposer's experience working with local government agencies, including the Los Angeles County Departments of Public Health, Public Works, Parks and Recreation, Regional Planning, and/or the Sheriff's Department. Include the length and nature of the partnership(s) and any relevant challenges overcome. Indicate "Not Applicable" if the Proposer does not have experience.

Section C-2.2: Proposed Program

Format: Narrative
Page Limit: 20 pages

Describe the Proposer's relevant experience and capacity to complete the following activities:

Project Launch and Administration

1. Describe the Proposer's previous experience participating in a planning effort. Cite specific examples and include the length and nature of the project, the Proposer's role in the effort, and any challenges overcome. Indicate "Not Applicable" if the Proposer does not have experience.
2. Describe the Proposer's familiarity with and understanding of active transportation and issues that impact people walking. Cite specific examples.
3. This project will be staggered over three years. There may be periods with little activity. Describe how the Proposer will maintain staff consistency over the project period.

Participatory Planning Phases 1 and 2

1. Describe the Proposer's philosophy and approach to community engagement.
2. Describe the Proposer's experience implementing community engagement programs around public health or civic issues. Include the nature and goal(s) of the project(s), number of years, number of residents reached, methods used, challenges overcome, partnerships formed, and any other information related to the success of the program.
3. Describe obstacles for engagement on pedestrian issues and how the Proposer will overcome these. Cite specific obstacles which could include crime and violence, language barriers, immigration status of residents, etc.
4. Describe local individuals and organizations (e.g. civic clubs, chambers of commerce or business improvement clubs, PTAs, neighborhood watch or homeowner associations, faith-based organizations, health care providers, schools, etc.) that the Proposer will engage in the process. Identify which organizations have existing meetings the Proposer will attend to present about the project and solicit feedback.
5. Describe the Proposer's experience convening and facilitating collaborative groups or committees including the nature, duration, and size of the collaborative or committee and how it was sustained.
 - a. Identify what elements contributed to the success or sustainability of Proposer's past collaborative or committees.
 - b. Identify either an existing community collaborative that could include a Community Advisory Committee for this project or a standalone Community Advisory Committee as needed.
 - c. Identify strategies to maintain momentum with the Community Advisory Committee during times of planning inactivity.
6. Describe the Proposer's experience recruiting and mobilizing volunteers. Identify how the Proposer will recruit volunteers for activities such as Pedestrian Counts and community surveying. Identify any potential barriers and how these will be overcome.

7. Describe the Proposer’s experience successfully organizing, facilitating, and hosting community events (e.g. health fairs, workshops, community walks/events, media events, etc.). Cite specific examples.
8. Describe the Proposer’s experience disseminating information broadly and identify local outlets for sharing information in the focus community.

Plan Adoption

1. Describe how the Proposer will encourage and prepare community members to participate in Board and Regional Planning Commission meetings regarding the adoption of the Pedestrian Plans. Identify specific tactics for engagement and participation and how these may have been successful in past efforts.

4.8.7 Proposer’s Quality Control Plan (Section D) (½ page maximum)

Format: Narrative

Page Limit: ½ page

Describe a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A-1, Category A: Planning, Sample Activity Reimbursement Action Plan; Appendix A-2, Category B: Outreach, Sample Activity Reimbursement Action Plan; and Appendix B, Sample Contract.

The following factors may be included in the Quality Control Plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.
- Include samples of forms to be used in monitoring (not counted towards page limitation).

4.8.8 Proposer’s Green Initiatives (Section E)

Format: Narrative

Page Limit: ½ page

The selected contractor shall use reasonable efforts to initiate green practices for environmental and energy conservation practices. Describe Proposer’s current environmental policies and practices and those proposed to be implemented.

4.8.9 Acceptance of/or Exceptions to Terms and Conditions (Section F)

Format: Exhibit 7, Acceptance of Terms and Conditions Affirmation Form, of Appendix C, Required Forms

Page Limit: Not applicable

A. It is the duty of every Proposer to thoroughly review Appendix A-1, Category A: Planning, Sample Activity Reimbursement Action Plan, Appendix A-2, Category B: Outreach, Sample Activity Reimbursement Action Plan, and Appendix B, Sample Contract, to ensure compliance with all terms, conditions and requirements. The County expects that Proposers will accept, as stated, the County’s terms and conditions in the Sample Contract and the County’s requirements and rates without industry mark-ups in the Sample Activity Reimbursement Action Plan. However, Proposers are provided the opportunity to take exceptions to the County’s terms, conditions, and requirements.

B. Section F of Proposer’s response must include:

1. A completed and signed Exhibit 7, Acceptance of Terms and Conditions Affirmation Form, as found in Appendix C, Required Forms, acknowledging the Proposer’s acceptance of all terms and conditions listed in Appendix A-1, Category A: Planning, Sample Activity Reimbursement Action Plan, Appendix A-2, Category B: Outreach, Sample Activity Reimbursement Action Plan, and Appendix B, Sample Contract.

-OR-

2. A statement offering the Proposer’s exceptions to terms and conditions listed in Appendix B, Sample Contract, Appendix A-1, Category A: Planning, Sample Activity Reimbursement Action Plan, and/or Appendix A-2, Category B: Outreach, Sample Activity Reimbursement Action Plan.

For each exception, the Proposer shall provide:

- A ‘red-lined’ version of the language in question, for all exceptions to the Sample Contract and/or the Sample Activity Reimbursement Plan. **The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County’s sole discretion, from later making such exceptions;**
- An explanation of the reason(s) for the exception;
- The proposed alternative language; and
- A description of the impact, if any, to the Proposer’s price.

C. The County reserves the right to determine whether Proposers’ exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

D. The County reserves the right to make changes to the Sample Contract and its Appendices and Exhibits at its sole discretion.

4.8.10 Proposal Required Documents (Section G)

Proposals shall include all requested documents identified in Section C, Proposer’s Approach to Provide Required Services to Section G as follows:

Section C-1: Category A: Planning

- Section 1
 - Resumes
- Section 2:
 - Customized Materials
 - Work Sample

Section C-2: Category B: Outreach

- Section 1
 - Resumes
- Section 2
 - Customized Materials

4.8.11 Proposal Required Forms (Section H)

Format: Appendix C, Required Forms

Page Limit: Not Applicable

Proposals shall include all completed, signed, and dated Exhibits

identified in Appendix C, Required Forms, in Section H of the proposal unless otherwise instructed.

- Exhibit 1 Proposer’s Organization Questionnaire/Affidavit and CBE Information. (Included in submission prior to Table of Contents)
- Exhibit 2 Proposer’s Affidavit of Adherence to Minimum Mandatory Requirements. (Included in submission prior to Table of Contents)
- Exhibit 3 Prospective Contractor References (Included in Section B of submission)
- Exhibit 4 Prospective Contractor List of Contracts (Included in Section B of submission)
- Exhibit 5 Prospective Contractor List of Terminated Contracts (Included in Section B of submission)
- Exhibit 6 Prospective Contractor Pending Litigation and Judgments (Included in Section B of submission)
- Exhibit 7 Charitable Contributions Certification (Included in Section H of submission)
- Exhibit 8 Acceptance of Terms and Conditions Affirmation (Included in Section F of submission)

4.9 Cost Proposal Format (Intentionally Omitted)

4.10 Firm Offer/Withdrawal of Proposal

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

4.11 Proposal Submission

The original proposal and four (4) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"PROPOSAL FOR PEDESTRIAN PLANS PROJECT
RFP 2019-012; CATEGORY A or B**"**

***For Category B, please indicate unincorporated community proposing to work in.**

The proposals and the required number of copies must be hand-delivered or

sent by a delivery service only (excluding United States Postal Service) and received by the deadline specified in this RFP Paragraph 4.2, RFP Timetable, to:

Jose C. Garcia, Ed.D., MPA
County of Los Angeles, Department of Public Health
Division of Chronic Disease and Injury Prevention
Contracts and Grants Administration
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e mail) copies will be accepted. It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposer shall bear all risks associated with delays in delivery by any person or entity. Late proposals received after the scheduled closing time/date for receipt of proposals, as listed in this RFP Paragraph 4.2, RFP Timetable, will not be evaluated but will be time-stamped and set aside unopened. At the Director's sole discretion, these late proposals may be considered, in the order received, if a determination is made that there is a specific unmet need.

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

5.0 SELECTION PROCESS AND EVALUATION CRITERIA

5.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal pursuant to RFP, Paragraph 4.2, RFP Timetable.

Evaluation of the proposals will be made by an Evaluation Committee selected by DPH. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor(s). All proposals will be evaluated based on the criteria listed below. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The evaluation process will be conducted in four (4) Stages:

- Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail)
- Stage 2: Proposal Evaluation
- Stage 3: Oral Interview Evaluation
- Stage 4: Final Review and Selection

Upon completion of Stage 2, the three (3) highest ranking proposals from Category A and the three (3) highest ranking proposals (in each unincorporated community) in Category B will proceed to Stage 3 Oral Interview Evaluation.

Upon completion of Stage 3, scores from Stages 2 and 3 will be combined into a composite score to determine which proposals will be recommended to advance to negotiate a Contract for submission to the County's Board of Supervisors. Refer to Paragraphs 5.2, Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail), 5.4, Stage 2: Proposal Evaluation and Criteria (1,000 points), and 5.7, Stage 3: Oral Interview Evaluation and Criteria (400 points) for a more detailed description of this process.

In order to bring the appropriate level of proficiency to the selection process, the Evaluation Committee may utilize the services of appropriate experts, including but not limited to outside experts (e.g., consultants), to assist in any stage of the evaluation process, including assisting in the evaluation of whether a proposal is realistic and practical.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board for its consideration and possible approval. 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 recommendation to award a Contract will not bind the Board to award a Contract to the recommended Contractor.

The County retains the right to select a proposal other than the proposal(s) receiving the highest ranking if County determines, in its sole discretion, another proposal is qualified, cost-effective, responsive, responsible, and/or meets a critical need based on population and/or area served, and/or is in the best interests of the County.

The County also reserves the right to waive any informality, minor irregularities, or immaterial defects in proposals as determined by County if the sum and substance of the proposal is present. Where the County waives informality, minor irregularities, or immaterial defects, such waiver shall in no way modify the RFP specifications, and other requirements, if Proposer is awarded a contract.

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

Adherence to the minimum mandatory requirements will consist of a review of Exhibit 2, Proposer's Affidavit of Adherence to Minimum Mandatory Requirements, in Appendix C, Required Forms, and Subparagraph 4.8.5.A, Proposer's Background and Experience (Section B-1), to determine if the Proposer meets all of the Minimum Mandatory Requirements as outlined in Section 3.0 of this RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Minimum Mandatory Requirements outlined in Paragraph 3.0, Proposer's Minimum Mandatory Requirements, of this RFP.

Proposals that are assigned a score of "Fail" in the Adherence to Minimum Mandatory Requirements shall be deemed unresponsive and 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 as outlined in Paragraph 5.4, Stage 2: Proposal Evaluation and Criteria (1,000 points), of this RFP.

5.3 Disqualification Review

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

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

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

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

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

Proposers may also be disqualified per Paragraph 8.5, Determination of Proposer Responsibility.

5.4 Stage 2: Proposal Evaluation and Criteria (1,000 points)

Proposals that pass Stage 1 will be evaluated as follows:

5.4.1 Proposer's Qualifications (30 points)

1. Proposer's References (30 Points)

Proposers will be evaluated on the verification of references provided on Exhibit 3, Prospective Contractor References, of Appendix C, Required Forms. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other contracts as well as Proposer's narrative explaining its past contract performance, including supporting documentation related to contract performance (e.g. monitoring report, monthly/annual report, etc.).

This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

2. Terminated Contracts (may result in point deductions)

A review of terminated contracts will be conducted which may result in point deductions, based on the information provided on Exhibit 5, Prospective Contractor List of Terminated Contracts, of Appendix C, Required Forms. This review may result in point deduction(s).

3. Proposer’s Pending Litigation and Judgments (may result in point deductions)

A review will be conducted to determine the significance of any litigation, judgments, criminal judgments/convictions, criminal investigation or indictments, etc. pending against the Proposer as provided on Exhibit 6, Prospective Contractor Pending Litigation and Judgments, of Appendix C, Required Forms. This review may result in point deduction(s).

4. Financial Capability (may result in point deductions)

Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the company’s capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

Financial statements that do not demonstrate financial strength or meet the sixty (60) days requirement may result in a deduction of 30 points from the total points awarded in the Proposer’s Qualifications evaluation category.

5.4.2 Proposer’s Approach to Providing Required Services (Category A: 930 points; Category B: 930 points)

The Proposer will be evaluated on its description of experience and methodology to be used to meet the County’s requirements based on information provided in Sections A, C, G, and H of the proposal. The proposals will be evaluated as follows:

Section C-1	CATEGORY A: PLANNING	Maximum Points
C-1.1	Organizational Description and Experience	215
C-1.2	Proposed Program:	
	Project Launch and Administration	80

	Data Collection and Field Work	140
	Phase 1 – Participatory Planning – Plan Development	85
	Draft Plan Development	140
	Phase 2 – Participatory Planning – Feedback on Draft Plan	70
	Phase 3 – Final Plan Development	70
	Work Sample	130
TOTAL:		930

Section C-2	CATEGORY B: OUTREACH	Maximum Points
C-2.1	Organizational Description and Experience	180
C-2.2	Proposed Program:	
	Project Launch and Administration	120
	Participatory Planning - Phases 1 and 2	570
	Plan Adoption	60
TOTAL:		930

5.4.3 Proposer’s Quality Control Plan (30 points)

Proposers will be evaluated on the ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are met as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system pursuant to Paragraph 4.8.7, Proposer’s Quality Control Plan (Section D).

5.4.4 Proposer’s Green Initiatives (10 points)

Proposals will be evaluated on Proposer's current and proposed environmental and energy conservation practices pursuant to Paragraph 4.8.8, Proposer’s Green Initiatives (Section E).

5.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Sample Activity Reimbursement Action Plan

Proposers will be evaluated on willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix B, and the Requirements of the Sample Activity Reimbursement Action Plans, Appendix A-1 and/or Appendix A-2, as stated in Section F of the

proposal. The County may deduct points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

5.4.6 Living Wage Compliance (Intentionally Omitted)

5.5 Cost Proposal Evaluation Criteria (Intentionally Omitted)

5.6 Labor Law/Payroll Violations (Intentionally Omitted)

5.7 Stage 3: Oral Interview Evaluation and Criteria (400 points)

At the completion of Stage 2, Proposers will be selected to participate in an oral interview (Stage 3) as defined by the following criteria for each Category.

Category A:

Unscored portion: Proposers will be asked to provide a brief (5-10 minute) overview of their agency.

Scored portion: Proposers will be asked to verbally respond to a set of predetermined questions on the following topics: project/staff management; approach, philosophy, and lessons learned; experience with: underserved communities, collision analysis, building consensus, field work and pedestrian infrastructure inventory, resolving tensions and disagreements regarding plan recommendations, and CEQA.

Category B:

Unscored portion: Proposers will be asked to provide a brief (5-10 minute) overview of their agency.

Scored portion: Proposers will be asked to verbally respond to a set of predetermined questions on the following topics: project/staff management; approach, philosophy, and lessons learned; experience with: underserved communities, barriers, opposition, leveraging existing relationships/activities, building consensus, outreach, and civic and community engagement.

5.8 Stage 4: Final Review and Selection

For Category A, the composite score from Stage 2 and 3 will be used to rank the proposals from highest to lowest. For Category B, the composite score

from Stage 2 and 3 will be used to rank the proposals from highest to lowest for each unincorporated community. The highest scored proposal in Category A and the highest scored proposal from each unincorporated community in Category B will be recommended to advance to negotiate a Contract for submission to the Board.

The County reserves the right to adjust the number of contracts awarded and the amount of money allocated to each category. The amount of funding and number of contracts are an estimate and are subject to change.

The County retains the right to select a proposal other than the highest ranking per category if County determines, in its sole discretion, another Proposal is qualified, cost-effective, responsive, responsible and/or is in the best interests of the County, and/or - addresses a critical need within the prioritized service areas.

5.9 Proposed Contractor Selection Review

5.9.1 DPH Debriefing Process

Upon completion of the evaluation, DPH shall notify the remaining Proposers in writing that DPH 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 DPH'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 shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although DPH may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, DPH will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify DPH of its intent to request a Proposed Contractor Selection Review (see Paragraph 5.9.2, Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

5.9.2 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 this

paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by DPH.

A request for a Proposed Contractor Selection Review may, in DPH'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 DPH);
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. DPH materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - i. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. DPH 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 DPH'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, DPH will issue a written decision to the Proposer within a

reasonable time following receipt of the request for a Proposed Contractor Selection Review, before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Paragraph 5.10, County Independent Review Process) below.

5.10 Protest Policy Review Process

5.10.1 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 Subparagraph 5.10.3, 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 subparagraphs below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that DPH committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.10.2 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.

5.10.3 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) limited to the following:

5.10.3.1 Review of Solicitation Requirements (reference Paragraph 4.3 Proposal Submission Requirements Section)

5.10.3.2 Review of a Disqualified Proposal (reference Paragraph 5.3 in the Selection Process and Evaluation Criteria Section)

5.10.3.3 Review of Proposed Contractor Selection (reference Paragraph 5.9 in the Selection Process and Evaluation Criteria Section).

5.11 County Independent Review

- 5.11.1** 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 DPH in DPH'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:

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by DPH); and
2. The person or entity requesting a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 5.9.2, Proposed Contractor Selection Review, above.

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

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

Cost is not a determining factor in this solicitation process; as such no preferences will be applied. However, Local Small Business Enterprise (LSBE) Proposers are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in Paragraph 6.3 Local Small Business Enterprise Prompt Payment Program. Proposer's can find more information regarding County's Preference Programs on the following website: <https://doingbusiness.lacounty.gov/>.

6.2 Local Small Business Enterprise Preference (LSBE) Program (Intentionally Omitted)

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs 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.

6.4 Social Enterprise (SE) Preference Program (Intentionally Omitted)

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted)

7.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

7.1 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.

7.2 Final Contract Award by the Board of Supervisors

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

7.3 County's Option to Reject Proposals or Cancel Solicitation

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/or cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.

7.4 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to Proposers on the following websites:

Los Angeles County Department of Public Health
Contracts and Grants Division
<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us
<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Proposer's responsibility to check the above referenced websites

regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

8.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

8.1 Notice to Proposers Concerning the Public Records Act

8.1.1 Responses to this solicitation shall 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) DPH receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) DPH 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 DPH'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."

8.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

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

8.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and maybe mailed or e-mailed as follows:

Jose C. Garcia, Ed.D., MPA
County of Los Angeles, Department of Public Health
Division of Chronic Disease and Injury Prevention
Contracts and Grants Administration
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Email address: cdipcontracts@ph.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.

8.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors **must register** in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

8.4 Determination of Proposer Responsibility

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

8.4.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

8.4.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation

created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

8.5 Proposer Debarment

- 8.5.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors 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.

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

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

- 8.5.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.5.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 8.5.9 Proposers can find a listing of Contractors that are currently on the Debarment List for Los Angeles County on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

8.6 Gratuities

- 8.6.1 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 shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.
- 8.6.2 A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Employee Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.7 Living Wage Program (Intentionally Omitted)

8.8 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall 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 shall be provided by the Proposer in Exhibit 1, Proposer's Organization Questionnaire/Affidavit and CBE Information, of Appendix C, Required Forms. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1, Proposer's Organization Questionnaire/Affidavit and CBE Information, during the pendency of this RFP by providing a revised Exhibit 1, Proposer's Organization Questionnaire/Affidavit and CBE Information, to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

8.9 Proposer's Charitable Contributions Compliance

8.9.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

8.9.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 8 as set forth in Appendix C - Required Forms. A completed Exhibit 8 is a required part of any contract with the County.

8.9.3 Section H of Proposer's response must include, Exhibit 8, in which prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

8.9.4 Prospective County contractors that do not complete Exhibit 8 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

8.10 The County's Commitment to Fair Chance Employment Hiring Practices

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

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
1. Project Launch & Administration						
Participate in a kick-off meeting (1) with the Department of Public Health (DPH), Outreach Proposers, and key agency partners. Discuss project timeline, action plan, internal meeting schedule, communication channels, etc.	<ul style="list-style-type: none"> Meeting notes 	1.a	\$1,000	1	\$1,000	
Develop (1) project timeline and (1) action plan for achieving the project within the grant time frame.	<ul style="list-style-type: none"> Project timeline and action plan approved by DPH 	1.b	\$2,000	2	\$4,000	
<p>Participate in a meeting with DPH and each Outreach Proposer (4 meetings total) to discuss the timeline for each Outreach Proposer’s activities, including the Community Advisory Committee meeting (CAC) schedule. Outline the information needed from stakeholders and the preferred format to receive results from the various outreach activities to inform the development of the pedestrian plans.</p> <p>Provide written feedback to the Outreach Proposers on their proposed outreach action plans and timelines.</p>	<ul style="list-style-type: none"> Documentation in monthly reports approved by DPH Written feedback on each Outreach Proposer’s outreach action plan & timelines 	1.c	\$1,500	4	\$6,000	
Update and localize existing Step by Step outreach materials and templates (deliverables) for the Outreach Proposers to use for various outreach activities, including CAC meetings. Each deliverable serves as 1 unit; over the course of the project period revisions to 20 discrete outreach materials are expected, including but not limited to localized project	<ul style="list-style-type: none"> Outreach materials approved by DPH Native digital files (AI, PSD, 	1.d	\$500	20	\$10,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
identity for each planning area, surveys, flyers, fact sheets, maps, presentation boards, etc. Translate all materials into Spanish.	INDD, Word, etc.)					
Participate in regular and/or as-needed in-person or phone meetings with DPH, Outreach Proposers, and relevant County departments over the course of the project period (60 meetings).	<ul style="list-style-type: none"> • Meeting notes • Documentation in monthly reports approved by DPH 	1.e	\$500	60	\$30,000	
<p>Participate in and present at Technical Advisory Committee (TAC) meetings to keep County departments informed of the project and gather feedback on project milestones including, but not limited to:</p> <ul style="list-style-type: none"> • Meeting 1: Kick-off meeting with project overview, milestones timeline, and outline the type of information that will be requested from County Departments. • Meeting 2: Present the Existing Conditions report and solicit feedback. • Meeting 3: Present annotated outline of the plans and review key findings and information collected to date. • Meeting 4: Present the proposed project lists and solicit feedback. 	<ul style="list-style-type: none"> • Meeting agendas approved by DPH • Presentation materials approved by DPH • Meeting notes • Documentation in DPH approved monthly reports 	1.f	\$2,000	5	\$10,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
<ul style="list-style-type: none"> Meeting 5: Present the draft plans for each community and solicit input before releasing the draft to the public. 						
2. Data Collection & Fieldwork						
Submit up to two lists of data needs from DPH and key County departments such as Public Works (DPW), Regional Planning (DRP), and Parks and Recreation (DPR) – such as other relevant plans, collision data, roadway data (ADT, LOS, speed surveys), transportation projects in development, etc.	<ul style="list-style-type: none"> List of data needs approved by DPH 	2.a	\$1,000	2	\$2,000	
<p>Complete an Existing Conditions Report for each plan area (4) that:</p> <ul style="list-style-type: none"> Identifies existing plans and projects that may impact the Pedestrian Plans including but not limited to General Plan, Specific Plans, Transit-Oriented District (TOD) Plans, Suggested Routes to School Maps, Metro TOD Access Studies, etc. Reviews neighboring jurisdiction plans and policies to ensure consistency across local and regional plans, and RTP/SCS. Includes a description of existing pedestrian safety, education, and encouragement programs conducted in the areas. Discusses the impact of transportation projects that are not yet implemented on their ability to improve or hinder pedestrian safety and/or mobility. Discusses outcomes from prior outreach processes to set context for Pedestrian Plans. Review reports from outreach conducted by key County partners, as well as external partners. Identifies existing pedestrian facilities within each community (including street trees and lighting), especially those at major transit hubs; these must 	<ul style="list-style-type: none"> Existing Conditions Report approved by DPH Data collected and/or created for analysis, including project files, shapefiles/geoda tabases, and maps/basemaps in their native (vector art or GIS project file) format and PDF 	2.b	\$15,000	4	\$60,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
<p>include, but are not limited to, rail and transit terminals, and ferry docks and landings.</p> <ul style="list-style-type: none"> • Analyzes pedestrian-involved collisions in the project area to understand factors that lead to crashes. Focus on serious injuries, and fatalities suffered by pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries. • Analyzes personal safety barriers to walkability such as gang boundaries, homicides, vacant lots, liquor stores, motels, alleys, frequent tagging locations, freeway underpasses, etc. • Analyzes traffic speeds, volumes, and current roadway configurations that impact pedestrian mobility and safety in each community. • Analyzes active transportation (bicycle/pedestrian/scooter/etc.) count data collected by Outreach Consultants. • Incorporates new field work to inventory all project area streets and sidewalks, identifying missing sidewalks, curb ramps, and other infrastructure needs to support all residents, including disabled residents and community connections; • Identifies locations of signals and marked crossings; • Includes maps for each community to show: <ul style="list-style-type: none"> • Existing and proposed land use and settlement patterns that are key generators of pedestrian activities, including locations of residential neighborhoods, schools, senior centers & senior housing, shopping centers, public buildings, major employment centers, transit stops, and other destinations. • Funded transportation projects that are not yet implemented, including those within the reasonable extent of the project area map and 						

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
<p>outside the project area that will provide potential connectivity between communities.</p> <ul style="list-style-type: none"> • Density and location of pedestrian-involved collisions as well as KSI. • Demographics; violent crime and homicides; others factors that impact pedestrian mobility and safety. • Barriers to walkability based on personal safety concerns • Results in compilation and creation of geodata of existing conditions, including digitizing the above information that doesn't currently exist in a geospatial format 						
<p>Participate in 2 meetings with DPH, DPW, the Los Angeles County Sheriff's Department (Sheriff), the California Highway Patrol (CHP), and the Outreach Proposers to identify areas high in criminal and gang activity by reviewing prior assessments, such as gang territory maps, and identify possible solutions.</p>	<ul style="list-style-type: none"> • Meeting notes • Documentation in monthly reports approved by DPH 	2.c	\$1,000	2	\$2,000	
<p>Analyze collision data along streets in each project area (4) that are in part or whole "Vision Zero Collision Concentration Corridors (CCC)" to determine primary collision factors by location and identify trends, hotspots, or commonalities among collisions and their locations; and list potential countermeasures typically used by the County and other jurisdictions in response to project area CCC primary collision factors.</p>	<ul style="list-style-type: none"> • Project Area CCC Analysis approved by DPH • Data collected and/or created for analysis, including project files, shapefiles/geodata tabases, and maps/basemaps in their native 	2.d	\$7,500	4	\$30,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
	(vector art or GIS project file) format and PDF					
3. Participatory Planning Phase 1						
Develop (4) standardized forms and/or utilize online tools for the Outreach Proposers and DPH staff to use to collect and share community input to inform the development of the draft Plans.	<ul style="list-style-type: none"> • Standardized forms and/or online tools approved by DPH 	3.a	\$250	4	\$1,000	
Work with DPH to organize and facilitate community workshops in each community (total 10 workshops) to provide an overview of the project and gather feedback on problem areas and community walking preferences to inform the development of the Plans. Provide Spanish translation services and all materials in Spanish.	<ul style="list-style-type: none"> • Meeting agenda approved by DPH • Written meeting notes of community input • Sign-in sheet • Documentation of outcomes in monthly reports approved by DPH 	3.b	\$2,500	10	\$25,000	
Participate in a meeting with DPH, DPW and the Outreach Proposers to identify locations for bicycle and pedestrian counts in each of the four plan areas.	<ul style="list-style-type: none"> • Meeting notes & identified locations • Documentation in monthly reports approved by DPH 	3.c	\$1,000	4	\$4,000	
4. Draft Plan Development						

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
Draft an annotated outline for the Pedestrian Plans for each planning area (4) which includes information collected to date, key findings, and preliminary recommendations for discussion.	<ul style="list-style-type: none"> • Annotated Outline for Pedestrian Plans approved by DPH 	4.a	\$2,000	4	\$8,000	
Draft the proposed project lists, prioritization scores, and cost estimates for each planning area (4).	<ul style="list-style-type: none"> • Draft project lists and associated materials approved by DPH 	4.b	\$4,000	4	\$16,000	
Meet with DPH and DPW four times to review the draft project lists and associated materials prior to TAC meeting and developing the full draft plans.	<ul style="list-style-type: none"> • Revised project lists and associated materials approved by DPH • Meeting notes • Documentation in monthly reports approved by DPH 	4.c	\$2,000	4	\$8,000	
Draft Pedestrian Plans for each planning area (4). The draft Pedestrian Plans should summarize all information gathered to date consistent with the first Community Pedestrian Plans adopted in 2019, and include the following:	<ul style="list-style-type: none"> • Draft Pedestrian Plans approved by DPH • Data collected and/or created for analysis, 	4.d	\$5,000	4	\$20,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
<ul style="list-style-type: none"> • A description of the extent of community involvement in development of the plans, including disadvantaged and underserved communities. • A description of how the plans have been coordinated with plans and projects in neighboring jurisdictions. • A map and description of existing and proposed pedestrian facilities, including missing sidewalks and curb ramps. This should include facilities at major transit hubs, and to key destinations such as shopping centers, schools, senior centers, etc. This section should identify key safe routes to schools, for seniors, and transit areas. This section should also propose system improvements that incorporate Crime Prevention Through Environmental Design (CPTED) principles at key locations including but not limited to lighting, vegetation, trees, etc. needed to create safe, more comfortable environments based on key information from stakeholders. • A description and map of proposed signage providing way finding along pedestrian networks to designated destinations. • Identification of Step by Step programs applicable to and recommended for the project communities. • A description of violence prevention efforts (such as safe passages) currently being conducted in the communities and/or that could be conducted to improve personal safety and recommendations on how to initiate, sustain and or enhance those efforts. • Current rates of walking (from census & count reports) and estimated increase in the number of pedestrian trips resulting from implementation of the plans. • Streets where AB321 could be implemented to decrease speeds around schools in the target communities; and • Opportunities for traffic calming and ways to improve safety of intersections, such as curb extensions, high-visibility crosswalks, signs, advanced stop bars and yield markings, 	<p>including project files, shapefiles/geoda tabases, and maps/basemaps in their native (vector art or GIS project file) format and PDF</p>					

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
etc.Creation of geodata reflecting proposed improvements and countermeasures						
Revise and finalize the four draft Plans based on feedback provided by DPH and other County Departments; translate draft Plans into Spanish.	<ul style="list-style-type: none"> Draft Pedestrian Plans approved by DPH 	4.e	\$5,000	4	\$20,000	
Provide electronic copies of the four draft Plans for online release, and two printed copies (one each in English and Spanish) of each Plan for distribution in County public libraries in each unincorporated community.	<ul style="list-style-type: none"> Delivery of two printed copies of the relevant draft Plan to public libraries in each project community Documentation of dissemination in monthly reports approved by DPH 	4.f	\$2,000	4	\$8,000	
5. Participatory Planning Phase 2						
Update the four forms and/or online tools for the Outreach Proposers and DPH staff to use to collect and share community feedback on the draft Plans.	<ul style="list-style-type: none"> Standardized forms and/or online tools approved by DPH 	5.a	\$250	4	\$1,000	
Prepare and update outreach materials including but not limited to a new PowerPoint presentation highlighting recommendations from the draft Plans for the Outreach Proposers to use to gather feedback from various community stakeholders. Translate all	<ul style="list-style-type: none"> Presentations and outreach materials approved by DPH 	5.b	\$250	16	\$4,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
materials to Spanish. Each material serves as 1 unit, over the course of the Phase 2 it is expected that 16 outreach materials will be developed including but not limited to flyers, presentation boards, etc.						
Attend and present the draft Plans at each plan area's Community Advisory Committee (total 5 meetings). Work with the Outreach Proposers to facilitate interactive exercises to gather feedback on the draft Plans.	<ul style="list-style-type: none"> Meeting notes Documentation in monthly reports approved by DPH 	5.c	\$1,000	5	\$5,000	
Work with DPH to organize and facilitate interactive community workshops (total 5 workshops) in each community to present the draft Plans and apply project prioritization methodology. Provide Spanish translation services and all materials in Spanish.	<ul style="list-style-type: none"> Meeting notes Documentation in monthly reports approved by DPH 	5.d	\$2,000	5	\$10,000	
Meet as needed with DPH and DPW to review feedback and edits to the draft Plans based on the community and departmental feedback, anticipate 8 meetings.	<ul style="list-style-type: none"> Meeting notes Revised draft of final plan with redlining/Track Changes/list of revisions Documentation in monthly reports approved by DPH 	5.e	\$500	8	\$4,000	
6. Final Plan Development						
Finalize the draft Plans for administrative review with a round of revisions, incorporating everything listed in the "Draft Plan" section. Update Spanish translations.	<ul style="list-style-type: none"> Final Draft of Pedestrian Plans approved by DPH 	6.a	\$5,000	2	\$10,000	

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
Attend up to 8 meetings with DPH and DPW and other relevant County departments to review and finalize the Pedestrian Plans.	<ul style="list-style-type: none"> • Meeting notes • Documentation in monthly reports approved by DPH 	6.b	\$500	8	\$4,000	
Conduct analysis of the project to comply with the California Environmental Quality Act (CEQA) and revise as needed based on County input.	<ul style="list-style-type: none"> • Screen check draft of CEQA document(s) approved by DPH • Final draft of CEQA document(s) approved by DPH 	6.c	\$7,500	2	\$15,000	
Incorporate edits to the administrative draft Plans as advised by DPH and County departments. Review and revise Step by Step, including Table of Contents and Appendices as needed, to reflect and incorporate draft Plans. Update Spanish translations. Anticipate up to four rounds of revisions.	<ul style="list-style-type: none"> • Final Draft of Pedestrian Plans approved by DPH • Revised Step by Step approved by DPH 	6.d	\$2,000	4	\$8,000	
Noticing: print and mail Notice of Public Hearing/appropriate CEQA notice postcards to all addresses in project area; and publish Notice of Public Hearing in two newspapers of general circulation.	<ul style="list-style-type: none"> • Invoices for printing and mailing of postcards • Records of published notices 	6.e	\$25,000	1	\$25,000	
7. Plan Adoption						

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
Attend and assist the County in presenting the draft Pedestrian Plans to the Regional Planning Commission (1 meeting).	<ul style="list-style-type: none"> Meeting notes Documentation in monthly reports approved by DPH 	7.a	\$1,000	1	\$1,000	
Revise the Pedestrian Plans as necessary based on Commission feedback up to four times. Update Spanish translations.	<ul style="list-style-type: none"> Revised Final Pedestrian Plans approved by DPH 	7.b	\$1,000	4	\$4,000	
Attend a public hearing and assist DPH, DPW, DRP in presenting the Final Plans at a public hearing before the County Board of Supervisors regarding the adoption of the Plans (1 meeting).	<ul style="list-style-type: none"> Meeting notes Documentation in monthly reports approved by DPH 	7.c	\$2,000	1	\$2,000	
Revise the Plans as necessary based on Board of Supervisors' feedback up to two times. Update Spanish translations.	<ul style="list-style-type: none"> Revised Final Pedestrian Plans approved by DPH 	7.d	\$1,500	2	\$3,000	
Provide DPH with digital files of the Plans and Step by Step (Word, PDF, and InDesign Versions; associated geodata and GIS project files). Provide a minimum of 15 printed copies of each final Plan in two languages.	<ul style="list-style-type: none"> Digital and printed versions of the Final Pedestrian Plans and revisions to Step by Step Data collected and/or created for analysis, including project files, shapefiles/geoda 	7.e	\$4,000	1	\$4,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY A: PLANNING**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of Units	Amount	Completed By
	tabases, and maps/basemaps in their native (vector art or GIS project file) format and PDF					
TOTAL:					\$365,000	
Maximum Contract Obligation Not to Exceed: \$365,000						

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
Project Launch & Administration						
Participate in a kick-off meeting with the Department of Public Health (DPH), the successful Planning Contractor, and key agency partners. Discuss timeline, action plan, internal meeting schedule and communication channels, etc.	<ul style="list-style-type: none"> • Meeting agenda 	1.a	\$500	1	\$500	
Provide written feedback to the Planning Contractor on the development of outreach materials including, but not limited to surveys, flyers, information sheets, presentations, etc.	<ul style="list-style-type: none"> • Written feedback on outreach material 	1.b	\$50	10	\$500	
Convene a meeting with DPH and the Planning Contractor to discuss the timeline for key outreach activities, including the Community Advisory Committee (CAC) schedule, and agree upon the preferred format to provide outreach results to the Planning Contractor for the development of the pedestrian plans.	<ul style="list-style-type: none"> • Meeting notes 	1.c	\$500	1	\$500	
Complete an outreach action plan that identifies the specifics and dates for the various types of outreach activities based on the feedback provided by DPH and the Planning Contractor.	<ul style="list-style-type: none"> • Outreach action plan approved by DPH 	1.d	\$500	1	\$500	
Participate in regular and/or as-needed in-person or phone meetings with DPH and the Planning Contractor and/or provide regular written reports on outreach progress to DPH.	<ul style="list-style-type: none"> • Meeting notes • Written progress reports 	1.e	\$150	50	\$7,500	

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
Phase 1: Participatory Planning – Plan Development						
<p>Convene and facilitate one-on-one outreach meetings to recruit CAC members. An existing established group may serve as the base of the CAC, but this group must be open to including additional outside members for the full CAC. Stakeholders can include residents, staff from local community-based organizations, schools, parent teacher associations (PTAs), neighborhood associations, chambers of commerce, churches, civic groups, youth organizations, or other coalitions.</p>	<ul style="list-style-type: none"> • Meeting notes • Community contact list (email, phone, address) 	2.a	\$200	16	\$3,200	
<p>Participate in a meeting with DPH regarding the CAC meetings and determine meeting outcomes based on various milestones in the plans development. Prepare the CAC agendas and meeting presentation materials. Meet with DPH to review the draft meeting materials and incorporate their edits into final materials.</p>	<ul style="list-style-type: none"> • CAC meeting agendas approved by DPH • Meeting presentation materials approved by DPH 	2.b	\$500	4	\$2,000	
<p>Convene and facilitate up to four (4) CAC meetings to inform the development of the pedestrian plan(s).</p>	<ul style="list-style-type: none"> • Written summary of community input received on pedestrian needs and barriers • Community contact list 	2.c	\$1,000	4	\$4,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
	(email, phone, address) <ul style="list-style-type: none"> • Additional written meeting outcome records as needed • Photos of meetings 					
Conduct educational presentations at meetings held by other organizations such as neighborhood groups, chambers of commerce, PTAs, churches, teen groups, etc., in the community to build awareness, gather feedback regarding pedestrian needs and barriers, promote upcoming workshops/events, and gain community support for the pedestrian plan(s). Prepare materials for educational presentations.	<ul style="list-style-type: none"> • Event announcements • Photos • Written summary of community input received on pedestrian needs and barriers • Community contact list (email, phone, address) • Additional written meeting outcome records as needed 	2.d	\$200	20	\$4,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
<p>Participate in large group events (e.g. health fairs, National Night Out, etc.) to build awareness, gather feedback regarding pedestrian needs and barriers, promote upcoming workshops/events, and gain community support for the pedestrian planning project.</p>	<ul style="list-style-type: none"> • Event announcements • Photos • Written summary of community input received on pedestrian needs and barriers • Community contact list (email, phone, address) • Additional written meeting outcome records as needed 	<p align="center">2.e</p>	<p align="center">\$400</p>	<p align="center">5</p>	<p align="center">\$2,000</p>	
<p>Attend regular and ongoing meetings of project area community groups identified as potential partners, in the interest of relationship building with stakeholders.</p>	<ul style="list-style-type: none"> • Written progress reports 		<p align="center">\$50</p>	<p align="center">200</p>	<p align="center">\$10,000</p>	
<p>Ensure community members attend a community workshop organized by DPH and the Planning Contractor to introduce the planning project to the community and gather feedback on problem areas and preferred walking routes. Call, email and door knock to ensure community awareness and participation in the meeting. Advertise the</p>	<ul style="list-style-type: none"> • Documentation of outreach efforts • Meeting sign-in sheet 	<p align="center">2.f</p>	<p align="center">\$25</p>	<p align="center">50 people</p>	<p align="center">\$1,250</p>	

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
meeting broadly within the community to ensure participation.						
Attend and participate in a community workshop organized by the Planning Contractor and DPH. Assist with meeting facilitation as needed.	<ul style="list-style-type: none"> • Meeting photos 	2.g	\$500	2	\$1,000	
Convene one-on-one meetings and/or focus groups with key stakeholders to gather input on specific concerns such as crime and violence or other issues that impact pedestrian activity.	<ul style="list-style-type: none"> • Written summary of community input received on pedestrian needs and barriers • Meeting sign-in sheets (email, phone, address) • Additional written meeting outcome records as needed 	2.h	\$400	5	\$2,000	
Organize and facilitate events tailored to specific populations such as youth, seniors, and families to gather information for the development of the pedestrian plan. Activities could include but are not limited to photo voice projects documenting pedestrian issues, a walk audit, documenting vehicle behavior at key intersections to inform future driver education and enforcement programs, creative mapping exercises to document safety issues, etc.	<ul style="list-style-type: none"> • Written summary of community input received on pedestrian needs and barriers 	2.i	\$1,000	10	\$10,000	

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
	<ul style="list-style-type: none"> • Event sign-in sheets (email, phone, address) • Additional written meeting outcome records as needed • Event photos • Sign in sheets 					
Participate in a meeting with DPH and the Planning Contractor to help inform the identification of locations for bicycle and pedestrian counts in the community(ies).	<ul style="list-style-type: none"> • Meeting notes 	2.j	\$400	1	\$400	
Recruit community members to participate in conducting pedestrian and bicycle counts. Ensure each volunteer signs up for specific locations and times.	<ul style="list-style-type: none"> • Roster of volunteers • Assigned count locations and times 	2.k	\$25	25 volunteers	\$625	
Secure a room and ensure all count volunteers attend a volunteer training for the pedestrian and bicycle counts. DPH will provide the training to volunteers.	<ul style="list-style-type: none"> • Sign-in sheets 	2.l	\$25	25 volunteers	\$625	
Organize day of logistics for the pedestrian and bicycle counts. Ensure volunteers have all the materials needed to conduct the count and collect count forms at the end of each count shift.	<ul style="list-style-type: none"> • Collected Count Forms submitted to DPH. 	2.m	\$1,000	2	\$2,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
Phase 2: Participatory Planning – Feedback on Draft Plan						
<p>Participate in a meeting with DPH to create the agendas for the CAC meetings and determine meeting outcomes based on various milestones in the plans development. Meet with DPH to review and finalize community presentation materials.</p>	<ul style="list-style-type: none"> • CAC meeting agendas approved by DPH • Meeting presentation materials approved by DPH 	3.a	\$300	4	\$1,200	
<p>Organize and facilitate up to four (4) CAC meetings to review the draft pedestrian plan(s) and plan engagement activities to ensure broad awareness of the draft plans.</p>	<ul style="list-style-type: none"> • Written summary of community input received on draft plans • Meeting sign-in sheet (email, phone, address) • Additional written meeting outcome records as needed • Photos of meetings 	3.b	\$500	4	\$2,000	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
<p>Participate in existing community meetings (churches, neighborhood watch groups, etc.) to inform community members about the draft plan(s) and solicit feedback. Promote both the workshop and project broadly in the community.</p>	<ul style="list-style-type: none"> • Written summary of community input received on draft plans • Community contact list (email, phone, address) • Additional written meeting outcome records as needed • Photos of meetings 	<p align="center">3.c</p>	<p align="center">\$100</p>	<p align="center">10</p>	<p align="center">\$1,000</p>	
<p>Participate in large group events (76 or more participants) to build awareness of the project, gather feedback on the draft pedestrian plan(s), and promote any upcoming events.</p>	<ul style="list-style-type: none"> • Written summary of community input received on draft plans • Community contact list (email, phone, address) • Additional written meeting outcome 	<p align="center">3.d</p>	<p align="center">\$400</p>	<p align="center">5</p>	<p align="center">\$2,000</p>	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
	<ul style="list-style-type: none"> records as needed • Event photos 					
<p>Organize and facilitate a minimum of two (2) arts engagement events to gather feedback on the draft Plans, working with DPH, County Artists-In-Residence, Arts community partners, and/or the Arts Commission to design and execute.</p>	<ul style="list-style-type: none"> • Written summary of community feedback received on draft Plans • Event sign-in sheets (email, phone, address) • Additional written meeting outcome records as needed • Event photos • Sign in sheets 		\$2,000	3	\$6,000	
<p>Ensure community members attend a community workshop organized by DPH and the Planning Contractor to provide feedback on the draft plans and provide addition input on problem areas and preferred walking routes. Call, email and door knock to ensure community awareness and participation in the meeting. Advertise the meeting broadly within the community to ensure participation.</p>	<ul style="list-style-type: none"> • Documentation of outreach efforts • Meeting sign-in sheet 	3.e	\$25	50 people	\$1,250	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
Attend and participate in a community workshop organized by the Planning Contractor and DPH. Assist the Planning Contractor in engaging the community in an exercise to identify and build consensus for priority projects.	<ul style="list-style-type: none"> Meeting photos 	3.f	\$500	2	\$1,000	
Organize and facilitate a minimum of one community walk or other type of engagement event to highlight recommendations from the draft pedestrian plan(s) and gather input on and for the draft plan(s). Activities could include launching or expanding regular community walks, National Night Out, violence prevention programs such as Safe Passages programs, walking school buses for school drop-off and pick-up, etc. Work with DPH and key partners to prepare materials and implement the activity/ies.	<ul style="list-style-type: none"> Written summary of community input received on pedestrian needs and barriers Event sign-in sheets (email, phone, address) Additional written meeting outcome records as needed Photos of event 	3.g	\$1,000	2	\$2,000	
Phase 3: Plan Adoption						
Inform the community through email, phone calls, door to door outreach, and posting flyers about the hearings to adopt the pedestrian plan(s). Follow-up with key stakeholders and community groups involved throughout the planning process. Offer transportation assistance if needed.	<ul style="list-style-type: none"> Documentation of outreach efforts 	4.a	\$50	39	\$1,950	

**SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
CATEGORY B: OUTREACH**

Activity	Deliverable/ Documentation	Activity ID	Rate	Number of units	Amount	Completed By
Organize and facilitate one-on-one educational meetings with key local community organizations and/or community members to provide education and information regarding the pedestrian plan(s). Offer transportation assistance if needed.	<ul style="list-style-type: none"> • Plan educational materials approved by DPH • Written summary of community input received during the meetings. 	4.b	\$200	10	\$2,000	
Attend public hearings (e.g., Board meetings and Planning Commissions meetings) regarding the pedestrian plan(s). Provide transportation to community members interested in attending meetings.	<ul style="list-style-type: none"> • Meeting records • Meeting photos 	4.c	\$1,000	2	\$2,000	
Total:					\$75,000	
Maximum Contract Obligation Not to Exceed: \$75,000						

Contract No. PH-XXXXXX



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

PEDESTRIAN PLANS PROJECT

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STANDARD EXHIBITS

- Exhibit A – Activity Reimbursement Action Plan
- Exhibit B – INTENTIONALLY OMITTED
- Exhibit C – INTENTIONALLY OMITTED
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification

**DEPARTMENT OF PUBLIC HEALTH
PEDESTRIAN PLANS PROJECT SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into this _____
day of _____, 2020,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and _____
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, on (enter date of DA Memo or authorization document), the Board
delegated authority for the County's Director of the Department of Public Health (DPH),
or duly authorized designee (hereafter jointly referred to as "Director") to execute
contracts for a Pedestrian Plans Project to preserve and protect the public's health; and

WHEREAS, Contractor is willing and able to provide the Pedestrian Planning or
Outreach services described herein, in consideration of the payments under this
Contract and under the terms and conditions hereafter set forth; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and staff to
conduct such activities described hereunder and has offered its resources to County to carry out
the objectives of the Pedestrian Plans Project; and

WHEREAS, County has been allocated funds from _____,
Catalog of Federal Domestic Assistance (CFDA) Number xx.xxxx of which a portion has
been designated to this contract.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, D, E, F, G, and H 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, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Activity Reimbursement Action Plan
- Exhibit B – Intentionally Omitted
- Exhibit C – Intentionally Omitted
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

Unique Exhibits

- Exhibit H – Charitable Contributions Certification

2. DEFINITIONS:

- A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Activity Reimbursement Action Plan, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in the Activity Reimbursement Action Plan, Exhibit A, attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect for 36 months, unless sooner terminated or extended, in whole or in part, as provided in this Contract, through Month XX, 20XX.

The Contractor shall notify the Division of Chronic Disease and Injury Prevention (CDIP) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CDIP at the address provided in Paragraph 22, NOTICES .

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective date of execution through Month XX, 20XX, the maximum obligation of County for all services provided hereunder shall not exceed XXXXX thousand dollars (\$ XXX,000), according to the price schedules listed in Exhibit A, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall 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 shall immediately

notify the County and shall immediately repay all such funds to the County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, attached hereto and incorporated herein by reference.

B. The Contractor shall bill the County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to the County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, the County shall make payment in accordance to the Activity Reimbursement Action Plan, Exhibit A, attached hereto and incorporated herein by reference.

D. While payments shall be made in accordance with the fee-for-service rate(s) set out in the Budget(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual

allowable and documented costs are less than the fee-for-service rate(s) set in the Budget(s), Contractor shall be reimbursed only for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

E. Billings shall be submitted directly to DCDIP at the address herein provided under Paragraph 22, NOTICES.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to the County within the specified time, Director may withhold all payments to Contractor under all service agreements between the County and Contractor until such report is delivered to the County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report 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.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is incomplete or is not delivered by Contractor to the County within the time limits of submission as set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to the County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to the County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this Contract.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, the County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between phases within this Contract where such funds can be more effectively used by Contractor; and 3) make modifications to or within activities within each phase, as reflected in Exhibit A and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to the County that an overutilization or underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by the County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within phases within each Activity Reimbursement Action Plan, as reflected in Exhibit A, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. The County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between phases and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment

execution, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within phases within each Activity Reimbursement Action Plan, , as reflected in Exhibit A, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

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

B. Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims,

demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and contract(s) with its collective

bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION: The Contractor shall 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.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of the County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") 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.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined

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

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

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

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify the 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 the County.

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

additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide the County with, or Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the 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.

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

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

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

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

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

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on

the Subcontractor's General Liability policy. Contractor shall obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

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

L. 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.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

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

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each

single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

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

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

E. Property Coverage: Contractors given exclusive use of County owned or leased property shall carry coverage at least as broad as that provided by the ISO special causes of loss form (ISO policy form CP 10 30). The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the County.

B. Contractor hereby assigns and transfers to the County, in perpetuity for all purposes, all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to the County, in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by the County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by the County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of the County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon

request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation

(e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, the County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Contract is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to the County within the specified time, Director may withhold all payments to Contractor under all service

agreements between the County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event the County or its representatives conduct a program review and/or an audit/compliance review

of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow the County or its representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which the County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

The County may conduct a statistical sample audit/compliance review of all claims paid by the County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review the County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County or its representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of the County or its representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to the County. The County may

withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by the County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay the County the difference immediately upon request, or the County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by the County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall the County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in Exhibit A, the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or immediately terminate this Contract.

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist

Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18A. 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 the Charitable Contributions Certification, Exhibit H, 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)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

If applicable, Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract.

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or

excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify the County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation

of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

18E. 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 shall be immediately extended to the County.

18F. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE

PROGRAM:

A. 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.

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

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

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

- (1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 (DCBA) of this information prior to responding to a solicitation or accepting a contract award.

18G. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

A. 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.

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

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

D. 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, shall:

(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;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

18H. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:

A. 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.

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

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

D. 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, shall:

(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;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

18I. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor associated with this Contract have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide the County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

21. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify the County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business

telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by the County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of Chronic Disease and Injury Prevention
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Project Director

- (2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue, Unit 101
Building A-9 East, 5th Floor North
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

23. ADMINISTRATION OF CONTRACT:

A. The County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of the County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: If any of Contractor's employees are assigned to County facilities, they are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by the County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation

shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using the County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract or be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

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

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall 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.

B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

D. 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 Contractor, whether through assignment, subcontract,

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

25. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. BUDGET REDUCTIONS: In the event that the County 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 shall also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY: In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

28. INTENTIONALLY OMITTED

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall 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 the County in its sole judgment. Any legal defense pursuant to

Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. 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, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

B. Written Employee Jury Service Policy:

(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 shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-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 \$50,000 or more in any 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify 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 shall 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) Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at 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.

32. COMPLIANCE WITH THE COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

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

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Contract may constitute a

material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

34. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: 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/>). 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. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements as well as civil liability.

35. CONFLICT OF INTEREST:

A. 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, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the 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.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

36. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified

GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph 10, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at 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.

D. Contractor Hearing Board: 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.

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board, shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. 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 interest of the County.

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

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County contractors.

38. CONTRACTOR'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO THE 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 "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. 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.

B. 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 shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

40. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms 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 of Supervisors 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.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

41. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. The County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

42. RULES AND REGULATIONS: If Contractor's personnel are at County Facilities, such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall 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 shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

44. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. The Contractor shall 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.

45. DATA ENCRYPTION;

Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 45 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

46. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

47. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five (5) working days.

48. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless 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.

49. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

50. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that the County provides essential services to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to

comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or immediately terminate this Contract.

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

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

53. INDEPENDENT CONTRACTOR STATUS:

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

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits,

federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

54. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

55. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written

procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

56. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion,

national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If the County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or terminate this Contract. While 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 Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, the County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

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

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

59. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or the 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 the County's Project Director is not able to resolve the dispute, the Director shall resolve it.

60. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

61. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

62. 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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

63. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

64. PUBLIC RECORDS ACT:

A. 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 the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret",

“confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. 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.

65. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of the County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, the County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of

Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, the County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of the County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that the County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

66. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory board(s), members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers,

members of its advisory board(s), members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this

Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

67. REPORTS: Contractor shall make reports as required by the County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may the County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

68. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

69. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that the County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. The County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that the County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

70. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by the County. Such personnel shall be qualified in accordance with standards established by the County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of the County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify the County's Director. Contractor shall provide the above set forth required information to the County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance, and shall be conducted on a continuing basis. Contractor shall

develop and institute a plan for an annual evaluation of such training/staff development program.

71. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed Subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by the County to be in its best interest. The County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to the County's exercising of such a right.

F. The County's consent to subcontract shall 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.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles

and shall be subject to all of the provisions of such prime contract.” Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of the County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall 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.

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

72. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 39, CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall 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 shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 74, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

73. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by the County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by the County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph 16, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during the County's normal business hours to representatives of the County for purposes of inspection or audit.

74. TERMINATION FOR DEFAULT: The County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of the County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as the County may authorize in writing; or

B. If, as determined in the sole judgment of the County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event that the County terminates this Contract as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to the County for any reasonable excess costs incurred by the County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 73, **TERMINATION FOR CONVENIENCE**.

The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

75. TERMINATION FOR GRATUITIES AND/OR IMPROPER

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

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

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

76. TERMINATION FOR INSOLVENCY: The County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that the County terminates this Contract as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to the County for any reasonable excess costs incurred by the County, as determined by the County, for such similar services. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

77. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall 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 shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

78. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

79. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

80. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

81. 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 shall not be affected thereby.

82. WAIVER: No waiver by the County of any breach of any provision of this Contract shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

83. WARRANTY AGAINST CONTINGENT FEES:

A. 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.

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

84. WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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

85. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 84, WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Revised 08-2817 – Approved by Counsel

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

APPENDIX C

REQUIRED FORMS

FOR

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

PEDESTRIAN PLANS PROJECT

RFP 2019-012

**APPENDIX C
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REQUIRED FORMS**

EXHIBITS

BUSINESS FORMS

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REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Proposer's/Agency Name:

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

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

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

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

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
PEDESTRIAN PLANS PROJECT RFP 2019-012**

Yes **No** Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

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COMPLIANCE WITH SPECIFIC COUNTY PROVISIONS

Proposer acknowledges and certifies compliance with all terms and conditions outlined in Appendix B, Sample Contract, and the following specific Los Angeles County codes and provisions:

1.	The Los Angeles County Code, Chapter 2.160 and Appendix B, Sample Contract, Paragraph 17 – Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.	<input type="checkbox"/> Yes
2.	Appendix B, Sample Contract, Paragraph 18.c – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 376).	<input type="checkbox"/> Yes
3.	The Los Angeles County Code, Chapter 4.32.010 and Appendix B, Sample Contract, Paragraph 30 – Compliance with Civil Rights Laws, Anti-Discrimination and Affirmative Action Laws.	<input type="checkbox"/> Yes
4.	Appendix B, Sample Contract, Paragraph 31 – Compliance with County’s Jury Service Program and Exhibit G, Jury Service Program.	<input type="checkbox"/> Yes
5.	Appendix B, Sample Contract, Paragraph 32 – Compliance with County’s Zero Tolerance Policy on Human Trafficking.	<input type="checkbox"/> Yes
6.	Appendix B, Sample Contract, Paragraph 33 – Compliance with Fair Chance Employment Hiring Practices Certification.	<input type="checkbox"/> Yes
7.	The Los Angeles County Code, Section 2.180.010 and Appendix B, Sample Contract, Paragraph 35 – Conflict of Interest.	<input type="checkbox"/> Yes
8.	Appendix B, Sample Contract, Paragraph 36 – Consideration of Hiring GAIN/GROW Participants.	<input type="checkbox"/> Yes
9.	Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information and Appendix B, Sample Contract, Paragraph 45, Data Encryption.	<input type="checkbox"/> Yes
10.	The County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206 and Appendix B, Sample Contract, Paragraph 84 – Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	<input type="checkbox"/> Yes

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

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

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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REQUIRED FORMS - EXHIBIT 2

PROPOSER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Proposer must demonstrate its ability to meet each of the Proposer’s Minimum Mandatory Requirements (MMR) for the category(ies) for which they are applying as outlined in Paragraph 3.0, MMR of this Request for Proposals by the date on which proposals are due. Proposer’s must provide a summary of relevant background information to demonstrate that the Proposer meets the MMR in Section 4.9.5, Proposer’s Background and Experience (Section B-1).

Category A: Planning

Proposer must have:	
1. A business office in operation located in Los Angeles County.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. A minimum of five (5) years’ experience within the last ten (10) years developing active transportation plans for bicycle, pedestrian, safe routes to school.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Completed a minimum of three (3) plans with pedestrian infrastructure and program components (e.g., a Safe-Routes to School Plan or Active Transportation Plan with recommended pedestrian infrastructure improvements and programs) within the past five (5) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. At least one (1) staff person with a minimum of five (5) years’ experience within the last ten (10) years managing and developing active transportation plans.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Ability to provide or obtain simultaneous or consecutive interpretation for English/Spanish, and written translation for English/Spanish.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Proposer must be one of the following:	
A non-profit or non-governmental organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization, and has been in business for a minimum of two (2) years;	<input type="checkbox"/> Yes <input type="checkbox"/> No
-OR-	
A California private, for-profit organization that has been in business for a minimum of two (2) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposer must not:	
7. Receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years from the release date of this RFP; and	<input type="checkbox"/> Yes <input type="checkbox"/> No
-AND-	
Appendix E, Certification of Non-Acceptance of Tobacco Funds, was submitted with Proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Have Unresolved Disallowed Costs.	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Category B: Outreach

Proposer must have:	
1. A business office in operation located in Los Angeles County.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. At least two (2) years' experience within the last five (5) years in conducting community outreach as of the proposal submission due date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. At least one (1) year experience within the last (5) years, working in the SPA where the proposer has identified the program will take place.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Personnel that are able to converse fluently in Spanish.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Proposer must be one of the following:	
A non-profit or non-governmental organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization, and has been in business for a minimum of two (2) years;	<input type="checkbox"/> Yes <input type="checkbox"/> No
-OR-	
A California private, for-profit organization that has been in business for a minimum of two (2) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposer must not:	
6. Receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years from the release date of this RFP; and	<input type="checkbox"/> Yes <input type="checkbox"/> No
-AND-	
Appendix E, Certification of Non-Acceptance of Tobacco Funds, was submitted with Proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Have Unresolved Disallowed Costs.	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

On behalf of Proposer and as the Proposer's authorized representative, certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Name:	Title:	
Email:	Fax #:	Phone #:
Mailing Address:	City, State, Zip Code:	
County WebVen Number:		
Internal Revenue Service Employee Identification Number	California Business License Number	
Signature (blue ink):	Date of Signature:	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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**REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR REFERENCES**

Proposer's Name: _____

List Five (5) References where the same or similar scope of services was provided. References must be a contractual relationship, in which the Proposer received grant funding for services.

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Proposer's Name: _____

List of all non-profit and public entities for which the Proposer has provided service within the last five (5) years. Use additional sheets if necessary.

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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**REQUIRED FORMS - EXHIBIT 5
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

Proposer's Name: _____

List of all contracts that have been terminated within the past five (5) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.		Reason for Termination:		

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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**REQUIRED FORMS – EXHIBIT 6
PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS**

Name of Contractor: _____

Complete the following if appropriate. Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. If a Proposer has no Pending Litigation and/or Judgments, provide a statement indicating so.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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REQUIRED FORMS - EXHIBIT 7
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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REQUIRED FORMS - EXHIBIT 8

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

It is the duty of every Proposer to thoroughly review the Sample Contract (Appendix B) and Sample Activity Reimbursement Action Plans (Appendix A) to ensure compliance with all terms, conditions requirements, and rates. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements and rates in the Sample Activity Reimbursement Action Plan.

Proposer/Contractor, _____ hereby affirms that it
(Proposer's/Contractor's Legal Entity Name)

understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for the Pedestrian Plans Project, **constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria** contained in the referenced RFP, Sample Contract including the Sample Activity Reimbursement Action Plan, and any addenda thereto.

Signature of Authorized Representative of
Proposing/Contracting Entity

Date

Print Name

Title

Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

For each exception, the Proposer shall provide:

- An explanation of the reason(s) for the exception;
- The proposed alternative language; and
- A description of the impact, if any, to the Proposer's price.

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

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

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

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers 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: Pedestrian Plans Project	Solicitation No.: RFP2019-012

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:	

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 PEDESTRIAN PLANS PROJECT RFP 2019-012

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

Proposer's/Agency Name:

The applicant named above hereby certifies to the best of its ability that it does not accept funds from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years as of proposed submission.

I, the Official named below, hereby swear that I am duly authorized legally to bind the Proposer to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Name:	Title:
Signature (blue ink):	Date of Signature:

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

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

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

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

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

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

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix F is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
PEDESTRIAN PLANS PROJECT RFP 2019-012
PROPOSER'S SUBMISSION CHECKLIST**

The purpose of this document is to ensure Proposer has submitted all applicable sections, forms, exhibits, attachments, etc. with its proposal. Please check the appropriate box(es).

Additionally, Proposer is encouraged to complete the attached optional Proposer Survey Questionnaire, Exhibit 1 (Attachment A).

PROPOSER'S NAME (Legal Full Name):	Identify Service Category(ies): <input type="checkbox"/> Category A - Planning <input type="checkbox"/> Category B - Outreach
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Proposer meets **ALL** the minimum mandatory requirements listed under **Paragaraph 3.0, Proposer's Minimum Mandatory Requirements**, for:

- Category A - Planning
- Category B - Outreach

RFP Reference, Sub-paragraph 4.8.3, Table of Contents RFP Reference, Sub-paragraph 4.8.4, Executive Summary (Section A) RFP Reference, Sub-paragraph 4.8.5.A, Proposer's Background and Experience (Section B-1) RFP Reference, Sub-paragraph 4.8.5.D, Financial Capability (Section B-4)	Included <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes
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RFP Reference, Sub-paragraph 4.8.6, Proposer's Approach to Provide Required Services (Section C):

RFP Reference, Sub-paragraph 4.8.6.C, Section C-1: Category A: Planning	<input type="checkbox"/> Yes
RFP Reference, Sub-paragraph 4.8.6.C, Section C-1.1: Organizational Description and Experience	<input type="checkbox"/> Yes
RFP Reference, Sub-paragraph 4.8.6.C, Section C-1.2: Proposed Program <ul style="list-style-type: none"> • Project Launch and Administration • Data Collection and Field Work • Phase 1: Participatory Planning – Plan Development • Draft Plan Development • Phase 2: Participatory Planning – Feedback on Draft • Phase 3: Final Plan Development • Work Sample 	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
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<p>RFP Reference, Sub-paragraph 4.8.6.C, Section C-2: Category B: Outreach</p> <p>RFP Reference, Sub-paragraph 4.8.6.C, Section C-2.1: Organizational Description and Experience</p> <p>RFP Reference, Sub-paragraph 4.8.6.C, Section C-2.2: Proposed Program</p> <ul style="list-style-type: none"> • Project Launch and Administration • Participatory Planning Phases 1 and 2 • Plan Adoption 	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes</p>
<p>RFP Reference, Sub-paragraph 4.8.7, Proposer's Quality Control Plan (Section D)</p> <p>RFP Reference, Sub-paragraph 4.8.8, Proposer's Green Initiatives (Section E)</p> <p>RFP Reference, Sub-paragraph 4.8.10, Proposal Required Documents (Section G):</p> <p style="padding-left: 40px;"><u>Section C-1: Category A: Planning</u></p> <ul style="list-style-type: none"> • Section 1 <ul style="list-style-type: none"> ○ Resumes • Section 2: <ul style="list-style-type: none"> ○ Customized Materials ○ Work Sample <p style="padding-left: 40px;"><u>Section C-2: Category B: Outreach</u></p> <ul style="list-style-type: none"> • Section 1 <ul style="list-style-type: none"> ○ Resumes • Section 2 <ul style="list-style-type: none"> ○ Customized Materials 	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p>

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
PEDESTRIAN PLANS PROJECT RFP 2019-012
PROPOSER'S SUBMISSION CHECKLIST**

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Additionally, Proposer is encouraged to complete the attached optional Proposer Survey Questionnaire, Exhibit 1 (Attachment A).

<p>RFP Reference, Sub-paragraph 4.8.11, Proposal Required Forms (Section H):</p> <ul style="list-style-type: none"> • Exhibit 1 Proposer's Organization Questionnaire/Affidavit and CBE Information of Appendix C, Required Forms • Exhibit 2, Proposer's Affidavit of Adherence to Minimum Mandatory Requirements, of Appendix C, Required Forms • Exhibit 3, Prospective Contractor References of Appendix C, Required Forms • Exhibit 4, Prospective Contractor List of Contracts of Appendix C, Required Forms • Exhibit 5, Prospective Contractor List of Terminated Contracts of Appendix C, Required Forms • Exhibit 6, Prospective Contractor Pending Litigation and Judgments of Appendix C, Required Forms • Exhibit 7, Charitable Contributions Certification of Appendix C, Required Forms • Exhibit 8, Acceptance of Terms and Conditions Affirmation of Appendix C, Required Forms 	<p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> Yes </p>
<p>RFP Reference, Sub-paragraph 4.11, Proposal Submission</p> <p>Proposer supplied the original proposal and four (4) copies enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:</p> <p align="center">"PROPOSAL FOR PEDESTRIAN PLANS PROJECT RFP 2019-012; CATEGORY A or B"</p> <p>*For Category B, please indicate unincorporated community proposing to work in.</p>	<p align="center"> <input type="checkbox"/> Yes </p>

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
PEDESTRIAN PLANS PROJECT RFP 2019-012
PROPOSER'S SUBMISSION CHECKLIST**

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Additionally, Proposer is encouraged to complete the attached optional Proposer Survey Questionnaire, Exhibit 1 (Attachment A).

RFP Reference, Sub-paragraph 2.1.4, Indemnification and Insurance (Paragraph 13, Insurance Coverage Requirements, of Appendix B, Sample Contract):

Commercial General Liability:

General Aggregate:\$2 Million

Yes

Products/Completed Operations Aggregate:\$1 Million

Yes

Personal and Advertising Injury:\$1 Million

Yes

Each Occurrence:\$1 Million

Yes

Automobile Liability:

Auto Liability: \$1 Million

Yes

Workers Compensation and Employers' Liability:

Each Accident: \$1 Million

Yes

Professional Liability/Errors and Omissions:

Not less than \$1 Million per claim and \$3 Million aggregate

Yes

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
PEDESTRIAN PLANS PROJECT RFP 2019-012
PROPOSER'S SUBMISSION CHECKLIST**

Proposer Survey Questionnaire
Optional Survey: Your feedback is greatly appreciated.

**Proposer Name
(Optional):**

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How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.

❖ Social Media (e.g., Twitter, Facebook, etc.)	<input type="checkbox"/> Yes
❖ Department of Public Health Workshop	<input type="checkbox"/> Yes
❖ County Proposer Fair	<input type="checkbox"/> Yes
❖ Contracting Opportunity flyer	<input type="checkbox"/> Yes
❖ Email Notification	<input type="checkbox"/> Yes
❖ Website (Department of Public Health Contracts and Grants)	<input type="checkbox"/> Yes
❖ Other Website (<i>Please describe below</i>):	<input type="checkbox"/> Yes
❖ Other (<i>Please describe below</i>):	<input type="checkbox"/> Yes

Thank you!