



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE: **AE-3**

April 18, 2016

### **NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FOR AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY EDUCATION AND ENCOURAGEMENT PROGRAM (2016-AN007)**

PLEASE TAKE NOTICE that Public Works requests statement of qualifications for As-Needed Bicycle and Pedestrian-Related Safety Education and Encouragement Program (2016-AN007). Public Works will award multiple contracts for services under this program. These contracts have been designed to have a potential maximum contract term of five years, consisting of an initial two-year term and three potential additional one-year option renewals. The maximum total annual aggregate program amount is estimated to be \$250,000. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting Statement of Qualifications (SOQs) may be accessed at <http://dpw.lacounty.gov/aed/contracts> or may be requested from Mr. Scott Pham at (626) 458-4069, [spham@dpw.lacounty.gov](mailto:spham@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

**PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.**

**The assignment of work will be in accordance with Exhibit A, Scope of Work, Section P, Assigning Work, on page A.29.**

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document at the time of SOQs submission including, but not limited to:

**Note: Minimum mandatory requirement No. 1 must be met by the proposing entity. Supplementing this requirement with subcontractor(s) years of experience is not allowed.**

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1. Proposing entity must have a minimum of three years of experience in bicycle and/or pedestrian safety education and encouragement programs for school children and adults, including one year of experience providing this type of service to a government agency or school district.

**Note: Proposer may use subcontractor(s) to meet minimum mandatory requirements Nos. 2 - 4 below.**

2. Proposers and/or subcontractor must identify a minimum of two qualified personnel in their statement of qualifications who will be assigned to this contract, if awarded. Personnel assigned must have a minimum of three years of experience in conducting bicycle and pedestrian safety education and encouragement.
3. The personnel assigned to conducting the presentations of the Student and Adult Skill Improvement Workshops must have the minimum qualifications:
  - Two Years of public speaking and/or acting experience; and
  - A League Cycling Instructor certified by the League of American Bicyclists to teach Smart Cycling classes to children.
4. The personnel assigned to conducting the presentations of Traffic Safety Community Rodeos must have three years of experience organizing and hosting similar safety related community events.

A Proposers' Conference will be held on **Monday, May 2, 2016, at 9:30 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject SOQs from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, SOQs requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

**The deadline to submit SOQs is Monday, May 16, 2016, at 5:30 p.m.** Please direct your questions to Mr. Pham at the number listed on previous page.

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**Follow-us on Twitter:**

We encourage you to follow-us on Twitter @[LACoBuildings](#) and @[LAPublicWorks](#) for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AS-0.

Very truly yours,

GAIL FARBER  
Director of Public Works

A handwritten signature in black ink, appearing to read "Pat Proano". The signature is written in a cursive, flowing style.

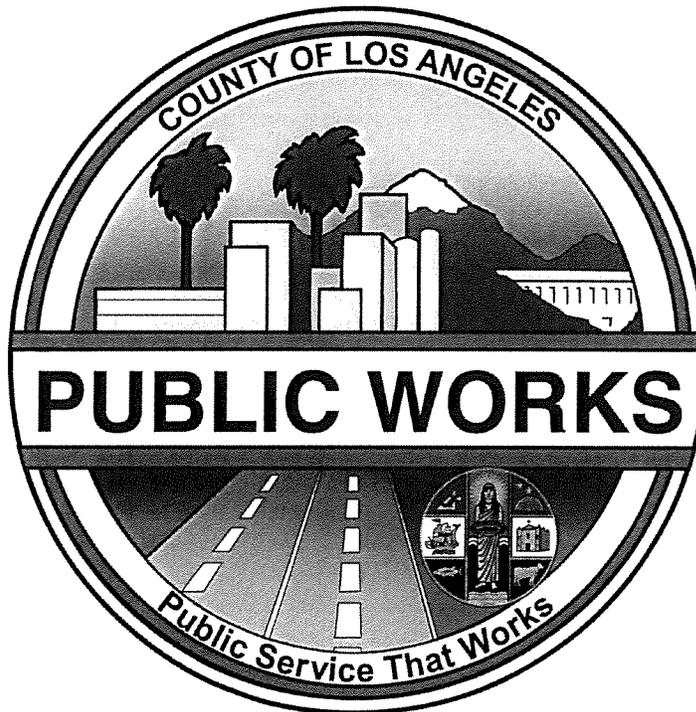
PAT PROANO  
Deputy Director

SP

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Enc.

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**FOR**  
**AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED**  
**SAFETY EDUCATION AND ENCOURAGEMENT**  
**PROGRAM (2016-AN007)**



Approved April 14, 2016  
Gail Farber  
Director of Public Works

By: Pat Brown  
Deputy Director

# REQUEST FOR STATEMENT OF QUALIFICATIONS

## FOR

### AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY EDUCATION AND ENCOURAGEMENT PROGRAM (2016-AN007)

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PART I

REQUEST FOR STATEMENT OF QUALIFICATIONS

SECTION 1

INTRODUCTION

A. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Statement of Qualifications (RFSQ). **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Statement of Qualifications (SOQs) received from Proposers not signed in as attending this conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the (RFSQ), Contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum and/or informational update, to all who attended the conference.

B. Minimum Mandatory Requirements

Interested and qualified Proposers, who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFSQ are invited to submit a (SOQ) provided they meet the following requirements at the time of SOQs submission:

**Note: Minimum mandatory requirement No. 1 must be met by the proposing entity. Supplementing this requirement with subcontractor(s) years of experience is not allowed.**

1. Proposing entity must have a minimum of three years of experience in bicycle and/or pedestrian safety education and encouragement programs for school children and adults, including one year of experience providing this type of service to a government agency or school district.

**Note: Proposer may use subcontractor(s) to meet minimum mandatory requirements Nos. 2 - 4 below:**

2. Proposers and/or subcontractor must identify a minimum of two qualified personnel in their SOQs who will be assigned to this contract, if awarded. Personnel assigned must have a minimum of three years of experience conducting bicycle and pedestrian safety education and encouragement:
3. The personnel assigned to conducting the presentations of the Student and Adult Skill Improvement Workshops must have the minimum qualifications:
  - Two Years of public speaking and/or acting experience; and
  - A League Cycling Instructor (LCI) certified by the League of American Bicyclists to teach Smart Cycling classes to children.
4. The personnel assigned to conducting the presentations of Traffic Safety Community Rodeos must have three years of experience organizing and hosting similar safety related community events.

C. Contract Analyst

Proposers are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed to:

County of Los Angeles Department of Public Works  
Architectural Engineering Division – 8th Floor  
Attention Mr. Scott Pham  
P.O. Box 1460  
Alhambra, California 91802-1460

E-mail: [spham@dpw.lacounty.gov](mailto:spham@dpw.lacounty.gov)  
Telephone: (626) 458-4069

If it is discovered that a Proposer contacted and received material information from any County personnel other than the Contract Analyst named in the Notice of RFSQ and above, regarding this solicitation, the County, in its sole determination, may disqualify their SOQs from further consideration.

D. Child Support Compliance Program

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

E. County Rights and Responsibilities

The County has the right to amend this RFSQ by written addendum prior to the SOQs submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQs 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.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFSQ will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful Contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-17). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment

proceedings against the noncompliant Contractor (Los Angeles County Code, Chapter 2.202). SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

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

Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. SPARTA Program

A County program, known as SPARTA (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll-free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com).

I. Indemnification and Insurance

The successful Contractor will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The Contractor will be required to procure, maintain, and provide the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed Contract without interruption or break in coverage.

J. Injury and Illness Prevention Program

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

K. Interpretation of Request for Statement of Qualifications

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFSQ.

L. Jury Service Program

1. The resultant Contract from this RFSQ will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. SOQs that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 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) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity, which has a Contract with 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or

fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

M. Local Small Business Enterprise Preference Program

1. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) a business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Small Business as meeting the requirements set forth in Nos. 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
2. To apply for certification as a Local SBE, businesses may register at the Los Angeles County Office of Small Business' website at:  

<http://www.laosb.org>
3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form with their SOQ. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

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

N. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of SOQs. The proposed Contract will only be awarded to the entity that submitted the SOQ. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its SOQ/bid from any further consideration.

O. Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

P. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising 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.

All prospective Contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective Contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (2016-AN007)

(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

2. 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.

Prospective County Contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion be disqualified for 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).

Q. Statement of Qualifications Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFSQ by submitting a SOQ in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for SOQs are explained in Part I of this RFSQ.
3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Proposers' Conference and for the submission of SOQs are set forth in the Notice of RFSQ.

R. Security and Background Investigations

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

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

S. Transitional Job Opportunities Preference Program

To the extent permitted by State and Federal law in evaluating SOQs and when the price category is scored, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c)(3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their SOQs response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

T. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at <https://camisvr.co.la.ca.us/webven/default.asp> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

V. Disabled Veteran Business Enterprise (DVBE) Preference Program

1. The County will give Disabled Veteran Business Enterprise (DVBE) Preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as: 1) a business which is certified by the State of California as a DVBE; or 2) a business which is certified by

the Department of Veterans Affairs as a Service Disabled Veteran-Owned Small Business (SDVOSB).

2. Certified DVBEs must request the DVBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed.
3. In no case shall the DVBE Preference Program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.
4. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain, or maintain certification as a certified DVBE.
5. To request the DVBE Preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Form PW-18 with supporting documentation with their SOQs.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at <http://www.vetbiz.gov>.

W. 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 days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## SECTION 2

### STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

#### A. Statement of Qualifications Format and Content Requirements

SOQs shall be bound and presented in the sequence, with the content tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the SOQ as nonresponsive at the County's sole discretion:

1. Title page

The title page shall show the Proposer's name, title of the service requested, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the SOQ.

3. Letter of Transmittal

A person legally authorized to enter into Contracts for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, e-mail addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. The "Statement of Information" must list the corporate officers. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers.

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most

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recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

**FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE STATEMENT OF QUALIFICATIONS.**

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas:

- Background.
- Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position).
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded.
- Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work.
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

6. Work Plan

**FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE STATEMENT OF QUALIFICATIONS.**

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the project and their qualifications. If possible, list them by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. These may include personnel management, training, subcontracting, emergency and contingency planning, recruitment and

replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

7. Quality Assurance Program

Describe Proposer's Quality Assurance Program (Program) that will be utilized by the Proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your SOQ shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, Subcontractors, if any, and suppliers must be described. If a Subcontractor is to perform work, the Program must detail how that Subcontractor will interface with the Proposer and how the Proposer will ensure that the Subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The SOQ must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The SOQ shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

8. Subcontractors

If Subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

9. Licenses and Certifications

Proposer and/or its Subcontractor must have all required licenses, certifications, or endorsements required by Federal, State, and local regulations.

10. Insurance

Submit completed and signed Form PW-16, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this RFSQ if awarded the Contract. In Form PW-16, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this RFSQ throughout the entire term of the proposed Contract, without interruption or break in coverage.

11. Forms List

Complete and submit the following forms which are included in the RFSQ package:

- PW-1 Verification of Statement of Qualifications
- PW-2 Schedule of Prices
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-6 Proposer's Reference List
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-8 List of Subcontractors
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification form if requesting SBE preference)
- PW-10 GAIN and GROW Employment Commitment
- PW-11 Transmittal Form to Request an RFSQ Solicitation Requirements Review (Submit only if requesting a review. If

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requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFSQ to the listed Contract Analyst.)

- PW-12 Charitable Contributions Certification
- PW-13 Transitional Job Opportunities Preference Application
- PW-14 Proposer's List of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-18 Request for Disabled Veteran Business Enterprise (DVBE) Preference Program Consideration Form
- PW-19 Proposer's Compliance with the Minimum Requirements of the RFSQ
- PW-20 Contractor Compatibility List

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's SOQ to disqualification, at the sole discretion of the County.)

12. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFSQ that are applicable to Contractors in general. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each Subcontractor contemplated:

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 Proposer's Equal Employment Opportunity Certification

PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only)

PW-10 GAIN and GROW Employment Commitment

PW-12 Charitable Contributions Certification

13. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the SOQ and be labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Statement of Qualifications Submission

1. SOQs shall be submitted with **seven** complete sets of the SOQ that includes all related information in the following formats:

- Paper: One original and four copies.
- Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
  - One original electronic copy.
  - One redacted electronic copy – Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the SOQ such as Social Security numbers.

**Please note:** The two electronic copies of your SOQ will **not** be used for evaluation purposes. The evaluators will evaluate the content of the original, hard copies of the submitted SOQ only. Proposers are responsible to include paper copies of all information, including information on the electronic copies to the hard copies of the SOQ for such information to be evaluated.

SOQ received after the closing date and time specified in the Notice of Request for Statement of Qualifications will be rejected by Public Works as nonresponsive.

2. Submit SOQs to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFSQ. SOQs are received only when accepted and time

stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver SOQs directly to the Cashier. SOQs submitted via facsimile or e-mail will not be accepted.
4. SOQs delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the SOQs submission deadline.
5. Delays and missed deadlines for submission of SOQs not delivered in strict compliance with this RFSQ shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

## SECTION 3

### GENERAL CONDITIONS OF REQUEST FOR STATEMENT OF QUALIFICATIONS

#### A. Acceptance or Rejection of Statement of Qualifications

The right is reserved to reject any or all SOQs that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. The County further reserves the right to cancel this RFSQ at any time at its sole discretion. In the event of any such rejection of SOQs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a SOQ.

SOQs signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the SOQ may be rejected as unauthorized and nonresponsive.

No SOQ will be considered unless the Proposer submits a SOQ for all requested items. If the solicitation document requests multiple quotations, no SOQ will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

#### B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their SOQ irregular and may cause its rejection as nonresponsive.

#### C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed Contract unless such understanding or representation is included in the proposed Contract.

#### D. Determination of Proposer Responsibility

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 proposed Contract. It is the County's policy to conduct business only with responsible Contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles 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 Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed 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.
4. If there is evidence that the Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to any proposed Subcontractors of Proposer on County Contracts.

E. Disqualification of Proposers

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one SOQ for the work contemplated may cause the rejection of all SOQs in which such Proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their SOQs or future SOQs on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

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 proposed 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 proposed Contract.
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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a SOQ, Proposer shall be held to have carefully read this RFSQ, all attachments, and exhibits; satisfied themselves before the delivery of their SOQ as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFSQ including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work and is familiar with all of the physical and climatic conditions and makes this SOQ solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their SOQ in accordance therewith. If Proposer's SOQ is accepted, the Proposer will enter into a written Contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices, and this RFSQ are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's SOQ will become a matter of public record when (1) Contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's SOQ in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all SOQs will become a matter of public record when the Department's proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all SOQs that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
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 SOQ as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective SOQ which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of SOQ submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective SOQ as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the SOQ.
3. In the event 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 SOQ marked "Trade Secret," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

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

responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFSQ. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the SOQ submission is its certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Statement of Qualifications

SOQs will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles 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 years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or 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.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and

Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five 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.
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 years; (2) the debarment has been in effect for at least five 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 procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. Statement of Qualifications Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their SOQ on Form PW-4, Contractor's Industrial Safety Record, form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the SOQ on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended Contract, based both on financial strength and experience as a Contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the SOQ on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each Subcontractor, if any, 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 set forth in Part II, Exhibit D, of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

Q. Term of Statement of Qualifications

All SOQs shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of SOQs.

R. Truth and Accuracy of Representations

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

S. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the SOQ price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

T. Consultant Independent

Proposers that assisted the County in developing or preparing a solicitation document, pursuant to a consultant Contract, are precluded from subsequently being involved in the bidding process on that solicitation document.

## SECTION 4

### EVALUATION OF STATEMENT OF QUALIFICATIONS; AWARD AND EXECUTION OF CONTRACT

#### A. Award of Contract

The County reserves the right to award multiple Contracts to all qualified Proposers in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria, whose SOQ provides the most beneficial program and price, with all other factors considered. The recommended awardee(s) shall sign and return the Agreement within 14 calendar days of its mailing to the recommended awardees for signature by Public Works. The recommended awardees shall submit copies of its proof of insurance coverage within 14 days after Board approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

Award of a contract places the Contractor on a list of qualified providers, but does not guarantee any minimum amount of work.

#### B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a SOQ, the terms of any resultant Contract/agreement, and to determine which SOQ 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.

#### C. Evaluation of Statement of Qualifications

1. All responses to this RFSQ become the property of the County. Upon receipt of the SOQ as specified and evaluation of SOQs in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting SOQs. The proposed Contract may be submitted to the Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of proposed Contract over the entire Contract term. This determination will be based on, but not limited to, an evaluation of the Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The County reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful SOQ(s).
4. The County may make on-site inspections of Proposer's current jobs and/or facilities.
5. The County, in its sole discretion, may elect to waive any error or informalities in the form of a SOQ or any other disparity, if, as a whole, the SOQ substantially complies with the RFSQ's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

D. Pass/Fail Review

SOQs will be reviewed on a Pass/Fail basis concerning the items listed below. SOQs not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer is signed in as attending the Proposers' Conference.
2. SOQ was time stamped by the Cashier prior to the deadline for submission of the SOQ. Any SOQ without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.
3. Proposer and Subcontractor, if any has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and proposer has submitted a completed and signed Form PW-19.
4. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A.
5. Proposer and Subcontractors, if any, have completed and signed all appropriate forms.

E. Evaluation Criteria

All SOQs will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

1. Proposed Price (30 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the Transitional Job Opportunities Preference, the Local Small Business Preference, or the Disabled Veteran Business Enterprise Preference, as applicable.

- Transitional Job Opportunities Preference. To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Proposer's payment, which will be based on the Proposer's SOQ amount.
- Local Small Business Enterprise (SBE) Preference. To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's SOQ amount.
- Disabled Veteran Business Enterprise (DVBE) Preference Program. To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Disabled Veteran Business Enterprise (DVBE) Preference (Form PW-18), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all DVBE Proposers who requested and were granted the DVBE Preference. The DVBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's SOQ amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other SOQs will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The SOQ with the lowest Total Proposed Annual Price may not necessarily be awarded a Contract.

2. Performance History/References (15 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's service, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 5 points for each responding reference up to a total of three responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous three years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the 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. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by either the County's Contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the SOQ as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the SOQ. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (20 points)

Proposers will be evaluated on the Experience submitted as part of Section 2.A.5 (Experience). The evaluators may give reduced scores to any Experience that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFSQ above. Failure to demonstrate the

minimum lengths of experience performing the service may result in rejection of the SOQ as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-14, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the SOQ as nonresponsive.

4. Work Plan (35 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A.6 of this RFSQ above. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the SOQ, which may include the work plan, staffing

plan, quality assurance plan, schedules, and other documents. If an interview or presentation is scheduled, it may also be considered.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a Subcontractor is to perform Quality Assurance, the Program must detail how that Subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the SOQ at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the SOQ as nonresponsive.

6. Optional Interview/Clarification

The County may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written SOQs. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the one or more Proposers who receive the highest scores in a preliminary scoring of SOQs in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

7. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

G. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the SOQ, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers.

## SECTION 5

### PROTEST POLICY

#### A. Protest Policy Review Process

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 paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation as described respectively in Sections below. Additionally, any Proposer may obtain copies of SOQs and Public Works evaluation documents as provided in Part I, Section 3, paragraph H. Under any such review, it is the responsibility of the Proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.
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.

#### B. Grounds for Review

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

- Review of the Solicitation Requirements
- Review of a Disqualified Bids/SOQs
- Review of the Proposed Contractor Selection

#### C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review asserts either that:
  - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
  - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the Bid/ SOQ due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A Bid/SOQ may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a Bid/SOQ is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the time frame specified in the written determination.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
  - a. The person or entity requesting a Disqualification Review is a Proposer.
  - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination).

- c. The request for a Disqualification Review asserts that the determination of disqualification due to Bid/SOQ nonresponsiveness 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.
4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where SOQs are evaluated and scored in accordance to Section 4, Evaluation of SOQs, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.
2. 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 Public Works may inform the requesting Proposer of its relative ranking.
3. During or following the Debriefing, Public Works will instruct the requesting Proposer of the manner and time frame in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer.
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the SOQ format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the SOQs as specified in the solicitation document
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. Public Works made identifiable mathematical or other errors in evaluating bids/SOQs, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
  - c. For applicable solicitations where responses are evaluated and scored, 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.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored SOQ, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall

additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review Process

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 time frame specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.
2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
  - a. The person or entity requesting review by a County Independent Review is a Proposer.
  - b. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
  - c. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.
3. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

## **TABLE OF FORMS**

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ
PW-20	CONTRACTOR COMPATIBILITY LIST

## **ATTACHMENTS**

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE



**SCHEDULE OF PRICES FOR  
AS-NEEDED BICYCLE AND PEDESTRIAN RELATED SAFETY EDUCATION  
AND ENCOURAGEMENT (2016-AN007)**

The undersigned Proposer offers to perform the work described in the Request for Statement of Qualification (RFSQ) for the following prices. The Proposer's rates shall include all costs to perform the work including administrative costs, supervision, labor, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFSQ and/or RFSQ Task Orders. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Notwithstanding the amounts of compensation quoted in the Schedule of Prices, Public Works and the Contractor may agree in writing that specified tasks or deliverables may be compensated at a lower rate than the amount quoted, as a result of savings realized in the performance of the work. Should the Contractor perform any task for a lower price than originally agreed, or should any task be curtailed, resulting in a surplus in the funds encumbered for the work, Public Works may direct the application of any surplus to increase the quality or quantity of any other tasks provided for in the Schedule of Prices, Form PW-2. However, such reallocation of funds is permitted only with the written approval of Public Works.

Task	Description	Unit Price	Estimated # of Units	Annual Proposed Cost (Unit Price x Est. # of Units= Annual Proposed Cost)
<b>WORK DESCRIPTION AND IMPLEMENTATION</b>				
<b>Task 1: (K-12) Workshops</b>				
1.	Student Workshop Plan:	\$ /plan	60	\$
2.	Rates for Staff/Labor			
a.	Attendees 10-35	\$ /workshop	25	\$
b.	Attendees 36-60	\$ /workshop	15	\$
3.	School Agreement	\$ /agreement	10	\$
<b>Task 2: Walk, Bike and Roll to School Groups</b>				
1.	Walk, Bike and Roll to School Plan	\$ /plan	1	\$
2.	Rates for Staff/Labor			
a.	Attendees 10-35	\$ /group	25	\$
b.	Attendees 36-60	\$ /group	15	\$
3.	School Agreement	\$ /agreement	10	\$
<b>Task 3: Volunteer Training</b>				
1.	Volunteer Training Plan	\$ /plan	1	\$
2.	Rates for Staff/Labor			
a.	Attendees 10-35	\$ /group	25	\$
b.	Attendees 36-60	\$ /group	15	\$

Task	Description	Unit Price	Estimated # of Units	Annual Proposed Cost (Unit Price x Est. # of Units= Annual Proposed Cost)
<b>Task 4: Adult Skill Improvement Workshops</b>				
1.	Adult Skill Improvement Workshop Plan	\$ /plan	1	\$
2.	Rates for Staff/Labor			
a.	Attendees 10-35	\$ /workshop	15	\$
b.	Attendees 36-60	\$ /workshop	10	\$
<b>Task 5: Traffic Safety Community Rodeo</b>				
1.	Traffic Safety Community Rodeo Plan	\$ /plan	1	\$
2.	Rates for Staff/Labor			
a.	Attendees 10-35	\$ /rodeo	25	\$
b.	Attendees 36-60	\$ /rodeo	15	\$
<b>Task 6: Public Outreach and Relations Services</b>				
1.	Public Outreach Plan	\$ /plan	1	\$
2.	Rates for Staff/Labor			
3.	Additional Advertising and Outreach Materials	\$ /each	2	\$
<b>WORK DESCRIPTION/IMPLEMENTATION SUBTOTAL =</b>				\$
<b>PROGRAM REQUIREMENTS</b>				
<b>Task Order Requirements</b>				
<b>a. Project Managements</b>				
1.	Training	\$ /hour	60	\$
2.	Organization	\$ /hour	40	\$
3.	Project Proposal	\$ /each	1	\$
4.	Progress Reports	\$ /each	4	\$

Task	Description	Unit Price	Estimated # of Units	Annual Proposed Cost (Unit Price x Est. # of Units= Annual Proposed Cost)
<b>b. Performance Assessment</b>				
1.	Before and After Study	\$ /plan	1	\$
2.	Final Report	\$ /report	1	\$
<b>c. Equipment Replacement Allowance</b>				
1.	Allowance	\$ /each	1	\$
<b>PROGRAM REQUIREMENTS SUBTOTAL =</b>				\$
<p>Contractor shall refer to Section F, Pass-Through Cost in Exhibit A, Scope of Work for cost on items not covered under this Contract for which the Contractor is not compensated under the aforementioned rate.</p> <p>Deliverables will be paid for upon their completion and approval by the Contract Manager. Per task order, all payments made to the Contractor by the County will contain a ten percent (10%) retention which will be paid to the Contractor upon the completion and approval of the Final Report.</p>				
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				\$ _____
(Work Description/Implementation Subtotal + Program Requirements Subtotal)				

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER IF APPLICABLE	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

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

**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  
  
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.  
  
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
  
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: \_\_\_\_\_  
 SERVICE BY PROPOSER \_\_\_\_\_  
 PROPOSAL DATE: \_\_\_\_\_

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2011	2012	2013	2014	2015	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

CONFLICT OF INTEREST CERTIFICATION

I, \_\_\_\_\_

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) \_\_\_\_\_

of \_\_\_\_\_  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

PROPOSER'S REFERENCE LIST

PROPOSER NAME: \_\_\_\_\_

PROPOSED CONTRACT FOR: \_\_\_\_\_

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, 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.

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

Proposer	
Authorized representative	
Signature	Date



**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: \_\_\_\_\_

My County (WebVen) Vendor Number: \_\_\_\_\_

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

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

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify): \_\_\_\_\_

**Total Number of Employees** (including owners): \_\_\_\_\_

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. 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	%	%	%	%	%	%

**IV. 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	Expiration Date

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

Authorized Signature: _____	Title: _____	Date: _____
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**GAIN and GROW EMPLOYMENT COMMITMENT**

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

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

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

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

\_\_\_\_\_ YES (subject to verification by County)                      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES                      \_\_\_\_\_ NO                      \_\_\_\_\_ N/A (Program not available)

Signature	Title
Firm Name	Date

## TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within ten business days of issuance of the solicitation document***

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

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

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

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

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

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Request submitted by:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

***For County use only***

Date Transmittal Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____
Results of Review - Comments: _____ _____
Date Response sent to Proposer: _____

**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.

**CERTIFICATION**

**YES**

**NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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**

**YES**

**NO**

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 (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*).
- I have submitted my three most recent annual tax returns with my application.
- I have been in operation for at least one year providing transitional job and related supportive services to program participants.
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

<b>SIGNATURE OF REVIEWER</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>	<b>DATE</b>

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: \_\_\_\_\_

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: \_\_\_\_\_

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

**AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY EDUCATION AND ENCOURAGEMENT PROGRAM (2016-AN007)**

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

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Proposer's Name

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Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
  
- Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as non-responsive.

Print Name:	Title:
Signature:	Date:

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

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

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

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

**-OR-**

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

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

Print Name:	Title:
Signature:	Date:

**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm:	County Webven No.
Print Authorized Name:	Title:
Authorized Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

**AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY EDUCATION AND ENCOURAGEMENT PROGRAM (2016-AN007)**

**MINIMUM REQUIREMENTS AFFIRMATION**

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**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your statement of qualifications to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your SOQ, may subject your SOQ to disqualification or other actions at the sole discretion of the County.

**At the time of SOQ submission, Proposer must meet the following minimum requirements:**

1. Proposing entity must have a minimum of three years of experience in bicycle and/or pedestrian safety education and encouragement programs for school children and adults, including one year of experience providing this type of service to a government agency or school district.

**Note:** This minimum mandatory requirement must be met by the proposing entity. Supplementing this requirement with subcontractor(s) years of experience is not allowed.

- Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your SOQ to validate this minimum mandatory requirement for scoring of your SOQ in this category.)

Proposing Entity	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)*

\*List the page number in the SOQ containing the proposer's experience.

No. Proposing entity does not meet the experience requirement stated above.

**Note: Proposer may use subcontractor(s) to meet these minimum mandatory requirements below.**

2. Proposers and/or subcontractor must identify a minimum of two qualified personnel in their statement of qualifications who will be assigned to this contract, if awarded. Personnel assigned must have a minimum of three years of experience conducting bicycle and pedestrian safety education and encouragement.

Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your SOQ to validate this minimum mandatory requirement for scoring of your SOQ in this category.)

Proposers/subcontractor's Qualified Personnel Name(s)	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)*

\*List the page number in the SOQ containing the proposer's experience.

No. Proposer and/or subcontractor do not meet the minimum of two qualified employees and have a minimum of three years of experience requirement stated above.

3. The personnel assigned to conducting the presentations of the Student and Adult Skill Improvement Workshops must have the minimum qualifications:

- Two Years of public speaking and/or acting experience; and
- A League Cycling Instructor (LCI) certified by the League of American Bicyclists to teach Smart Cycling classes to children.

Yes. The personnel assigned to conducting the presentations of the Student and Adult Skill Improvement Workshops does meet minimum qualifications.

Assigned Personnel Name(s)	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	League Cycling Instructor (LCI) Certificate No.

No. The personnel assigned to conducting the presentations of the Student and Adult Skill Improvement Workshops does not meet minimum qualifications as stated above.

4. The personnel assigned to conducting the presentations of Traffic Safety Community Rodeos must have three (3) years of experience organizing and hosting similar safety related community events.

Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your SOQ to validate this minimum mandatory requirement for scoring of your SOQ in this category.)

Assigned Personnel Name(s)	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)*

\*List the page number in the SOQ containing the proposer's experience.

No. Personnel assigned to conducting the presentations of Traffic Safety Community Rodeos do not meet the minimum mandatory requirement as stated above.

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name:	
Authorized Representative Name:	
Signature:	Date:

## CONTRACTOR COMPATABILITY LIST

AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY EDUCATION  
AND ENCOURAGEMENT (2016-AN007)

Experience Teaching/Leading:

- Elementary School (K-6)
- Middle School (7-8)
- High School (9-12)
- Adults
- Families
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Languages:

- Cantonese
- Mandarin
- Spanish
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Willing to Travel to:

Please see Exhibit G, Planning Areas, for map

- |  |  |
|--|--|
| <input type="checkbox"/> Antelope Valley         | <input type="checkbox"/> Santa Clarita Valley    |
| <input type="checkbox"/> East San Gabriel Valley | <input type="checkbox"/> Santa Monica Mountains  |
| <input type="checkbox"/> Gateway                 | <input type="checkbox"/> South Bay               |
| <input type="checkbox"/> Metro                   | <input type="checkbox"/> West San Gabriel Valley |
| <input type="checkbox"/> San Fernando Valley     | <input type="checkbox"/> Westside                |



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

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

#### **WE THEREFORE SHALL:**

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

**Listing of Contractors Debarred in Los Angeles County**

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

**[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)**

# County of Los Angeles *Lobbyist Ordinance*



## IT'S THE LAW

## It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

### REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

### HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012

(213) 974-1093      (213) 974-1578

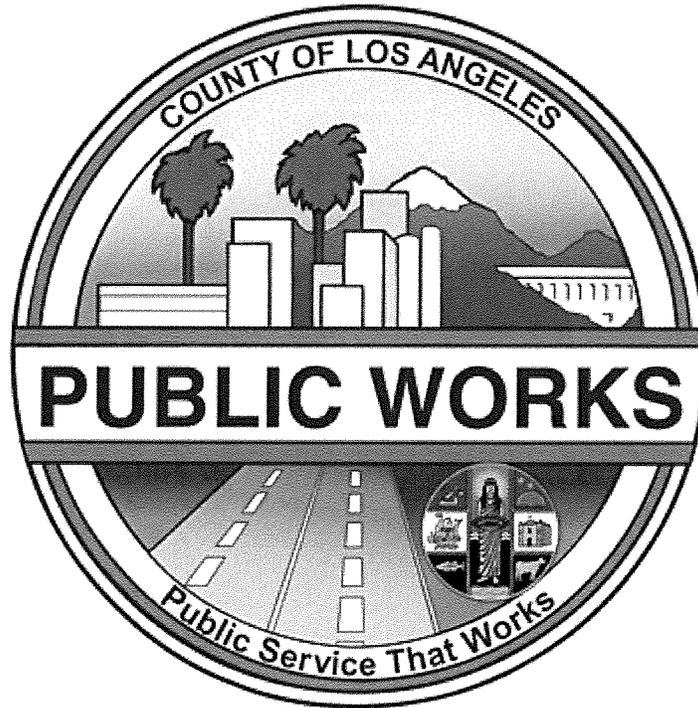
A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

# Part II

## Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY  
EDUCATION AND ENCOURAGEMENT (2016-AN007)

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- EXHIBIT H Active Transportation Program - Non-Infrastructure Program Guidance**
- EXHIBIT I Los Angeles Unified School District (LAUSD) - Service Application**

SAMPLE AGREEMENT FOR

AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY EDUCATION AND  
ENCOURAGEMENT PROGRAM (2016-AN007)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on \_\_\_\_\_, 2016, hereby agrees to provide services as described in this Contract for As-Needed Bicycle and Pedestrian-Related Safety Education and Encouragement Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Los Angeles County Bicycle Planning Areas; Exhibit H, Active Transportation Program - Non-Infrastructure Program Guidance; Exhibit I, Los Angeles Unified School District (LAUSD) - Service Application; and the CONTRACTOR'S Statement of Qualifications, all attached hereto; the Request for Statements of Qualification; and Addenda to the Request for Statements of Qualification, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Statement of Qualifications and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing service under this Program an aggregate annual amount to exceed \$250,000 or such greater amount as the Board may approve (Maximum Program Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that the CONTRACTOR selection for work will be based on the CONTRACTOR's ranking and established compatibility based on the criteria outline in Part I, Section 4.E, Evaluation Criteria, and Form PW-20, Contractor Compatibility List, of the Request for Statement of Qualifications. Public Works will offer work to all Contractors on a rotating sequence beginning with the highest-rated compatible CONTRACTOR for service. One call will be made and the Contractor will have one full business day to respond. In the event there is no answer or the Contractor selected is not available or cannot perform the work within the County time frame, Public Works will then offer the work to the next Contractor in the rotation and so forth until a CONTRACTOR is found to

be available and capable to perform all or portion of the work. The COUNTY reserves the right to utilize all available CONTRACTORS as determined by the Contract Manager. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on Board approval. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

SIXTH: The CONTRACTOR shall bill upon completion, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

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

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Type or Print Name

**SCOPE OF WORK****AS-NEEDED BICYCLE AND PEDESTRIAN-RELATED SAFETY EDUCATION AND ENCOURAGEMENT (2015-AN007)****A. Public Works Contract Manager**

Public Works Contract Manager (CM) will be Mr. Abu Yusuf of Programs Development Division who may be contacted at (626) 458-3940, e-mail address: [ayusuf@dpw.lacounty.gov](mailto:ayusuf@dpw.lacounty.gov), Monday through Friday, 8 a.m. to 3 p.m. The CM is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in the CM.

**B. Work Location**

Work will be performed within the unincorporated area of Los Angeles County. Additionally, work may be performed at any public schools whose students reside in unincorporated areas as identified in the Task Order. See this Exhibit's Section P.2 for Task Orders.

The Contractor shall identify their geographical location availability on Form PW-20, Contractor Compatibility List, using Exhibit G, Los Angeles County Bicycle Planning Areas for reference.

**C. Background**

In 2007, the County of Los Angeles (County) had a 22.9 percent childhood obesity rate, which is much higher than today's nationwide average of 17 percent. Contributing to this rate is the fact that the percentage of children walking or bicycling to school has dropped precipitously from approximately 50 percent in 1969 to just 13 percent in 2009. The cause of this decrease may be attributed to the increase in traffic related risk exposed to children while walking and bicycling. The traffic risks may include lack of walking and biking facilities along high speed two-lane roadways in rural areas, difficulty crossing streets due to high vehicular volumes and speeds in the more densely populated areas, and a proliferation of traffic congestion around virtually every school within the County.

To improve bicycling and walking conditions and reduce childhood obesity by encouraging active lifestyles amongst unincorporated County area residents, the Board of Supervisors adopted the County of Los Angeles Bicycle Master Plan (BMP) and the Healthy Design Ordinance in March 2012 and February 2013 respectively. The Plan includes policies to complete bicycle education for all roadway users and to improve the County's Suggested Routes to School program. This Contract for Bicycle and Pedestrian Safety Education and

Encouragement Program (Program) is intended to further the goals of the BMP and Health Design Ordinance.

The Program aims to provide bicycle and pedestrian safety education and encouragement to the residents of the unincorporated communities of the County. The Program's efforts are prioritized for specific areas within the County. Prioritization is statistically based on the needs, benefit, and accessibility that the Program can potentially achieve for a specified area. The Program shall emphasize serving children while still aiming to serve all residents within these communities.

The Contractor shall educate school students and adults on bicycling and walking by hosting a series of two-part workshops that consist of an indoor safety education component and an outdoor scenario enactment component. Additionally, traffic safety community rodeos will be publicly held and focus on extending the education of pedestrian and bicycle safety to all community members. The goals of the Program are to increase safety of roadways for all users through: creating new and enhancing existing education programs that promote safe bicycling and walking, encouraging students, as well as County residents to safely walk or bicycle as a means of transportation, recreation, and maintaining community support.

**D. Work Description**

The Contractor shall provide services for the Program including: curriculum development, outreach, logistical support, project management and scheduling. All work shall be performed in conformance with all Contract terms.

**1. Tasks Orders**

The CM will request work through a Task Order. The Task Order will include one or more tasks from Section E, Tasks. The Contractor shall perform Tasks as provided in the Task Order in compliance with all Contract terms and conditions. The CM will submit the Task Order request to the Contractor in written form only. The Contractor shall provide a Task Order Proposal (TOP) for developing and implementing the Tasks outlined in the Task Order. See Section P.2, Assigning Work, for more information on Task Orders and the TOP. For the duration of this Contract, the Contractor shall cooperate with Public Works, other involved agencies, and other Contractors working on each Task Order.

All Tasks shall be completed and delivered to the CM according to the agreed upon schedule included with the final Task Order. Additionally, the Contractor shall use staff (project manager, event coordinator, etc.) listed in the TOP to complete the Task Order. Whenever there is a change in staff, the Contractor

shall obtain approval from the CM and the replacement staff shall meet or exceed the requirements outlined in Section E, Tasks.

## **2. Incentive Items and Props**

The Contractor shall supply and distribute Incentive Items to Program participants for certain Tasks to reward and encourage their participation in the Program. The Incentive Items shall be small in nature, inexpensive, and promote active transportation. Incentive Items for the Student (K-12) Workshop may include items, such as wearable reflective bands, attachable safety LED lights, attachable bicycle reflectors, and attachable bicycle bells. Incentive Items for Volunteer Training may include items, such as movie tickets, USB thumb drives, t-shirts, sunglasses, stylus pens, and lanyards. Incentive Items for Adult Skill Improvement Workshops may include items, such as wearable reflective bands, bicycle helmets, flat repair kits, attachable safety LED lights, attachable bicycle reflectors, and attachable bicycle bells.

Some Tasks may require the contractor to purchase and utilize Props as outlined in Section E, Tasks.

The Contractor shall include a list of recommended Incentive Items and Props as part of the TOP, for the CM's approval. The Incentive Items shall conform to the State of California's Active Transportation Program (ATP) eligible Incentive Items. For instances where the recommended list includes noneligible items, the Contractor shall identify the items as noneligible, and provide justification for their inclusion in the Task Order. Visit <http://www.dot.ca.gov/hq/LocalPrograms/atp/documents/2015/ATP-Non-Infrastructure-Guidance-2015-06-11.pdf> for the current list of Incentive Items approved by the ATP. The State's guidelines for eligible activities and costs are subject to change, and the Contractor shall be responsible for keeping up-to-date on the State's guidelines.

The Contractor must store all Incentive Items and Props and maintain a digital Inventory of them for the duration of the Contract. The Inventory shall be submitted with the reports required for a Task Order, as well as the Final Inventory at the end of the Contract. The County will have 60 calendar days upon receipt of the Final Inventory to decide on the distribution and storage of the remaining Incentive Items and Props after which they become the property of the Contractor.

## **3. Working with School Districts**

For Tasks related to school aged children, such as the Student (K-12) Workshops and Walk, Bike, and Roll to School Groups (WBRTS) events the Contractor shall identify, contact, and obtain all approval from schools or other applicable entities required to access and conduct the

Program Tasks. Contractor shall contact each school to determine the documentation required for entry. For reference only, Exhibit I provides a sample service delivery application from the Los Angeles Unified School District (LAUSD) whose requirements includes a fingerprint scan, a Tuberculosis test, various insurance coverage checks, and consent forms.

#### **4. Performance Assessment**

The Contractor shall provide a Performance Assessment (Assessment) for each Task Order. The Assessment shall be submitted with the Progress Reports, "Before and After" Study and the Final Report. The Assessment shall include a summary for the Task Order, an analysis of the information presented, and the attendance and survey sheets for individual Tasks.

In the Assessment, the Contractor shall analyze the attendance data, the surveys, tests, quizzes conducted to monitor changes in the participant's knowledge of pedestrian and bicycle safety, and other pertinent data to evaluate the effectiveness of the Program. The analysis shall outline any trends in the reception and understanding of the Program material and level of participation based on age group, schools, and communities. The Assessment shall include the analysis results and recommendations for Program improvements based on stakeholder or volunteer input and the Contractors own experiences. The attendance data, surveys, tests, or quizzes shall be submitted in their unaltered form with the Progress Reports, and the Final Report shall include digital copies of all data collected for the Task Order. See Section P, b.4, for additional information on the reporting and performance assessment requirements.

#### **E. Tasks**

In each Task Order, the Contractor shall perform any combination of Tasks as described in this Section:

1. Student (K-12) Workshops
2. Walk, Bike, and Roll to School Groups
3. Volunteer Training
4. Adult Skill Improvement Workshops
5. Traffic Safety Community Rodeos
6. Public Outreach and Relations Services

#### **Task 1 - Student (K-12) Workshops**

The goal for these Students Workshops shall be to inform the students of the best practices while walking and bicycling. Educating students of their responsibilities in increasing their own safety is key to these workshops. Students shall be made aware of the likelihood of vehicles not obeying traffic laws and that being in the right of way will not ensure their safety.

The Contractor shall conduct the Student Workshops within schools to ensure that the Program's message can be relayed in an effective and organized fashion. The prioritization of these schools will be based primarily on collision history, unincorporated county student attendance, presence of crossing guards at nonsignalized intersections, obesity prevalence, and levels of inequity as identified by the State of California's CalEnviroScreen tool. The County's Department of Public Works will select the area(s) and schools within the area(s) and provide the details to the Contractor via the Task Order request. The CM will assist the Contractor in establishing a Contact with the selected school(s). The Contractor will then work with the schools directly to conduct the Student Workshops.

The student workshops shall consist of two components: a High-Energy Educational Lecture (HEEL) and an Interactive Enactment (Enactment) components. Both components will take place at the participating schools' campuses during regularly scheduled hours. The components are to be performed separately but with no more than a two week gap between them. The student workshops shall be grouped by grade levels to ensure that each age group will be appropriately addressed and engaged. Thus, the Contractor shall create separate lectures by tailoring the student workshops to most effectively address and educate the different groups of grade levels. It will be up to the Contractor to develop these components within the Student Workshop Plan, which must be approved by the CM prior to the implementation of the Student Workshops.

**a. Presentation Teams**

Presentation teams of the HEEL and Enactment components are to consist of instructors who shall be responsible for conducting high energy presentations and distributing pertinent materials. Presentation teams shall be proficient in English, Spanish, and any other language listed on Form PW-20, as requested by the CM.

All of the Contractor's presentation teams shall meet the requirements listed in this Exhibit, Section J, Contractor Responsibilities.

**b. HEEL Component**

The HEEL component will be the first of the two components performed. This component will be conducted in an indoor setting, such as a class room or auditorium while supervised by teachers or approved staff. HEELs shall include, but are not limited to,

instruction on wearing a helmet, improving visibility, where to ride, road rules, traffic signs, and hand signals, "Air, Break, and Chain" (ABC) basic bike check, proper attire, crossing the street, riding on the sidewalk, and how to choose a bike.

The HEEL curriculum shall be consistent with the developmental level of the children. The County has initiated an interactive program called the "Environmental Defenders" where several characters educate elementary school children on environmental issues. Visit <http://dpw.lacounty.gov/epd/defenders/index.asp> for more information on the "Environmental Defenders." The Contractor's proposal for the Request for Statement of Qualification may outline alternatives for the creation and use of kid friendly characters to relay safety instructions to K-3rd grade students.

**c. Enactment Component**

The Enactment component will be held within two weeks of the HEEL. The Enactment component is to be conducted outdoors, either on the school's playground or fields. If permissible, the Enactment can be performed on a closed portion of roadway adjacent to the school. The objective is to reinforce the safety instructions from the HEEL component by recreating real life conditions along urban streets, such as controlled and uncontrolled street crossings, driveways, blind corners, and obstructions along the roadway. The real life simulation can be done by building mock city courses with model cars, houses and street crossings. The Contractor's proposal for the RFSQ shall outline the available options for simulating conditions for the real life demonstrations.

This event shall be structured into instruction stations to reinforce HEEL topics, including:

1. Crossing a street using a crosswalk walking/bicycling
2. Bicycle and helmet fit
3. Bicycle inspection
4. Start and stopping on a bicycle

5. Object/rock dodge for bicyclist
6. Watching for traffic from a driveway/street
7. Scanning the street for traffic
8. Bicycle slalom (cone course)
9. Slow race

**d. Presentation Materials**

It is the Contractor's responsibility to ensure that all presenters are fully supplied with the necessary items to complete the student workshops. Therefore, the Contractor shall evaluate inventory and the current condition of existing equipment and determine if items need to be repaired, replaced, or to be purchased. The Contractor shall purchase items when needed throughout the duration of the Contract with the CM's written preapproval. The Contractor must store all items for the duration of the Contract. If purchased items are not claimed by the County of Los Angeles by the termination of this Contract, such items become property of the Contractor, and provide a Final Inventory of the remaining items at the end of the Contract. The County will have 60 calendar days upon receipt of the Final Inventory to claim the remaining items after which such items become property of the Contractor.

Both HEEL and Enactment components must have the following:

1. Attendance and survey sheets
2. Incentive Items to excite and encourage student involvement.
3. Take-home handouts that go over the topics covered that the students can discuss with their parents.

Additionally, HEELs must have all materials required to conduct the Task including at a minimum:

1. Sound system (for an assembly setting)
2. Projection screen and projector

3. A Computer containing a PowerPoint or Prezi presentation preapproved by the CM
4. Props:
  - a. Ten sample bicycles
  - b. Age appropriate bicycles of proper sizes
  - c. Equipped with: gears (when appropriate), bells, reflectors, front and rear lights
  - d. 20 helmets of various sizes, four bicycle locks, and two of each of the following reflectors: wrist, arm, ankle, and vest. Contractor shall take the necessary precautions for head lice and other health concerns related to sharing of helmets and equipment. The precautionary measures can include wiping all handlebars with disinfecting wipes and distributing disposable hats to wear under the helmets to avoid the spread of head lice nits.

The Enactment must have all materials required to conduct the Task, including at a minimum:

1. Megaphone
2. Labeled Stations and Station Props:
  - a. Street Crossing: mock crosswalk, multiple bicycles
    - i. Bicycle inspection: two bicycles, bike inspection form, tire pump, rags, and lubrications
    - ii. Bike and helmet fit: seat adjustment tools and four helmets
    - iii. Starts and Stops: two bicycles, four helmets, 75 feet straight away containing start, slow, and stop signs placed at properly spaced locations

- iv. Scanning for Traffic: poster of course outline and course layout including mock: traffic signs, automobiles on the roadway and at driveways, pedestrians, and obstacles.
- v. Bicycle courses (object dodge/slalom): cones or equivalent, 75 foot course for the slalom, and object dodge.

All presentation materials must be submitted as a list and approved by the CM; any change made to the list of Presentation Material requires approval by the CM.

**Task 1 - Deliverable:**

**a. Student Workshop Plan**

The Contractor is to provide a written Student Workshop Plan that includes the curriculums, presentations, staffing, instructional methods, and detailed descriptions of how the Contractor will conduct the HEEL and Enactment components for the different grade levels of the workshop. The Student Workshop Plan needs to be tailored for the targeted age groups (grades K-2, 3-5, 6-8, 9-12). The plan shall also identify how Incentive Items will be distributed. Within 30 calendar days of the submittal of the Student Workshop Plan, the Contractor is to conduct a full demonstration of each of the proposed HEEL and Enactment components for the CM's approval. The Student Workshops shall be substantially similar to their description within the Student Workshop Plan approved by the CM.

**b. Attendance and Survey Sheets**

The Contractor shall distribute and collect attendance and survey sheets for this Task in conformance with Section P.

**c. Obtain permits and approvals**

The Contractor shall identify, contact, and obtain all permits and approvals from schools or other applicable entities required to access and conduct the Task. Exhibit I provides a sample service delivery application from the Los Angeles Unified School

District (LAUSD) whose requirements includes a fingerprint scan a Tuberculosis test, various insurance coverage checks, and consent forms.

**Task 1 - Reference Materials:**

<http://transportation.ky.gov/local-programs/pages/lesson-plans.aspx>  
<http://www.saferoutesinfo.org/program-tools/maryland-pedestrian-and-bicycle-safety-education-curriculum-k-5>  
<http://www.bikemaine.org/safety-education/bike-ped-safety-education>  
<http://www.nhtsa.gov/Pedestrians>  
<http://www.nhtsa.gov/Bicycles>  
<http://www.saferoutestoschools.org/lessonplans.shtml>  
[http://saferoutestoschools.org/green\\_curriculum.html](http://saferoutestoschools.org/green_curriculum.html)  
<http://www.escapadecustom.com/corporate-gifts/>  
<http://www.bike.cornell.edu/>  
<http://dpw.lacounty.gov/epd/defenders/index.asp>

**Task 2 - Walk, Bike and Roll to School Groups:**

**a. Walk, Bike, and Roll to School Groups**

The Contractor is to plan, implement, and promote Walk, Bike, and Roll to School (WBRTS) groups and to conduct a minimum of four WBRTS days per calendar year. The objective of the WBRTS groups is to increase the number of students who regularly walk, bike or roll to and from school. Additionally, the WBRTS groups will build upon existing safe passage efforts conducted by community activists and local law enforcement, as well as foster encouragement through peer-to-peer discussions, which may lead to an increase in student participation. Additionally, the peer-to-peer discussions allow students to form groups and make connections while fostering a comfortable learning environment.

The Contractor shall be responsible for all work related to implementing the WBRTS groups and the WBRTS days. At each school, the Contractor shall work with school volunteers and faculty to create and to coordinate the WBRTS groups and days. The Contractor shall contact local law or traffic enforcement agencies to see if they can provide escorts for the walking groups. The WBRTS day(s) shall be scheduled to have the largest impact by maximizing student participation. One of the days should be

organized in October to promote the International Walk and Bike to School day. The WBRTS groups shall be formatted to fit the age groups of elementary (K-2, 3-5), middle and high school students. Elementary and middle school groups are expected to be supervised by an adult, or a group of adults. These groups may range in size from two students to as many as the chaperone(s) can safely oversee.

**b. Incentive Items**

The Contractor shall distribute Incentive Items during the WBRTS days that are organized by the Contractor. The Contractor can also provide Incentive Items to school staff for distribution at other WBRTS events that are organized by the schools. The Contractor shall obtain approval from the CM before providing the Incentive Items to school staff for these events.

**c. Walk, Bike, and Roll to School Days**

If the Task Order includes both, Walk, Bike, and Roll to School (WBRTS) days and Student Workshops, the Contractor shall organize the first WBRTS day within two weeks after hosting Student Workshops unless otherwise directed by the CM. The Contractor shall meet with school representatives and parent volunteers to develop a plan for the WBRTS day and assign roles and responsibilities. The Contractor shall prepare and distribute flyers at the target schools with information on the WBRTS day, such as the meeting time(s) and location(s) where parents can drop off their kids and the designated route(s) to school. The flyer shall include any liability waivers that are used by the target schools for similar events.

If the WBRTS day is preceded by a Student Workshop, the WBRTS day details shall be discussed at the Student Workshop. The Student Workshop can also be used the workshop can be used as a platform to encourage students to form and participate in a WBRTS group that walks, bikes, or rolls to school together.

Each participating school shall be surveyed at the start and completion of this Task. The surveys may include online or take-home questionnaires for parents. The surveys shall help identify the number of students walking and biking to schools and

specific opportunities, such as improved roadway crossings to increase this number in the future. The Contractor shall request assistance from school staff to conduct in-class surveys if the responses for the online or take-home surveys are received from less than three-quarters of the students.

**Task 2 - Deliverable:**

**a. Walk, Bike, and Roll to School Groups Plan**

Prior to the implementation of the Walk, Bike, and Roll to School (WBRTS) Task, the Contractor will be required to submit a WBRTS Plan for approval by the CM. The Plan shall include the following:

- An outline of the steps associated with the hosting the WBRTS groups and days
- Hard copy maps of the suggested meeting locations and routes to school
- Contact information for the local traffic enforcement agency, such as the California Highway Patrol (CHP) and Los Angeles County Sheriff (Sheriff) who can provide staff to accompany the WBRTS groups
- Finalized samples of all outreach material such flyers
- Projected quantities of the materials that are to be distributed to all relevant parties such as the participating school's parent-teacher association, staff, and volunteers
- Group members and chaperone sheets (one sheet per group)
- An explanation on how the Incentive Items will be handed out
- Surveys sheets that are to be filled out at the start of the WBRTS groups.

For each school, the Contractor is responsible for coordinating, implementing, and documenting the WBRTS days and the WBRTS

groups. The WBRTS groups and WBRTS days shall be substantially similar to their description within the approved WBRTS Plan.

**b. Attendance and Survey Sheets**

The Contractor shall distribute and collect survey sheets for this Task as provided for in Section E, Task 2.c.

**c. Obtain permits and approvals**

The Contractor shall identify, contact, and obtain all permits and approvals from schools or other applicable entities required to access and conduct the Task.

**Task 2 - Reference Materials:**

<http://www.walkbiketoschool.org>

For parent survey questionnaires:

<https://www.surveymonkey.com/r/?sm=63t8QcrH5oerUmAbYugAEg%3d%3d>

**Task 3 - Volunteer Training**

The proper training of volunteers will be essential in the sustainability of the Program. For each school, volunteers may be comprised of members of the parent-teacher association (PTA), school staff, parents, and established volunteers. Training shall be designed to meet all participants' needs and to effectively address all trainees' skill sets. To increase the accessibility to the volunteer training, it is recommended that training adjoins regularly scheduled school events, such as a PTA or other parent meetings.

The Contractor is to provide a private forum and website for all volunteers to obtain the necessary information and be able to contribute their input. The reference site [www.walkbiketoschool.org](http://www.walkbiketoschool.org) contains a large amount of information and helps to plan WBRTS events.

The Contractor will provide volunteers a minimum of 90 minutes of training. The training shall focus on the following essentials for organizing WBRTS events:

1. Supervising students on the use of safe practices regarding bicycling and walking to and from school.
  - a. Recognizing conflicts with safe walking and bicycling practices.
    - i. Improper wear or lack of attire – helmets, shoes, gloves, etc.
    - ii. Improper condition of equipment – tires, bikes, helmets, etc.
  - b. Approaching students in a constructive manner.
    - i. Building rapport with students and establishing trust.
    - ii. Correcting improper practices – bicycling and walking on wrong side of road, not using bicycle facilities correctly, etc.
  - c. Assisting with potential traffic conflicts.
    - i. Recognizing situational risks – driveways, sharp turns, unfavorable terrain, high speeds (bicycle and vehicular), large crossings, etc.
2. Organizing WBRTS events.
  - a. Working with school faculty to obtain input and support of key scheduling opportunities.
  - b. Creating flyers for parents.
  - c. Acquiring additional parental volunteers both temporarily and permanently.
  - d. Utilizing [www.walkbiketoschool.org](http://www.walkbiketoschool.org) and similar sites to organize future WBRTS events amongst the community schools and obtain freely available Public Service Announcements to relay safety messages.
  - e. Scheduling regular meetings to plan future events with school staff and other stakeholders, such as the local Field Deputies from the County Supervisor's office and traffic enforcement officers.

- f. Partnering with the County and local businesses to identify meeting locations and obtain Incentive Items for future events.
- g. Maintaining the web site developed by the Contractor to schedule and organize future WBRTS events.

In addition, the training shall briefly discuss the following items to aid volunteers in organizing future WBRTS events:

1. Establishing Records
  - a. Understanding and maintaining the necessary forms and documentation procedures for WBRTS groups
  - b. Conducting surveys, consolidating data
2. Incentive Items for students
  - a. Establishing Incentive Items based on event type and price ranges
  - b. Procuring, storing, and distributing Incentive Items
  - c. Partnership with the School District, County departments, and local businesses for fund raising and donation of Incentive Items
  - d. Maintaining financial records with receipts for purchases
3. Enrollment of new volunteers
  - a. Ways to effectively reach out to parents to volunteer in future events.
  - b. Creating newsletters to promote achievements.

If permitted, Contractor shall train on a multi-school basis to increase the assimilation of the Program across multiple schools.

**Task 3 - Deliverable:**

**a. Volunteer Training Plan**

Prior to the volunteer trainings, the Contractor is to provide a written Volunteer Training Plan that includes the curriculum and methods the Contractor will use to effectively address the participants. In addition, the plan shall identify how the Incentive Items will be handed out. The trainings shall be substantially similar to the Volunteer Training Plan approved by the CM. Any changes to the Volunteer Training Plan shall be made at no additional cost to the County.

**b. Attendance and Survey Sheets**

The Contractor shall distribute and collect attendance and survey sheets for this Task in conformance with Section P. The volunteers will need to fill in a survey form after their training to grade their training and provide suggestions on improving future training sessions.

**Task 3 - Reference Materials:**

<http://www.buypromos.com/faq.htm>

<http://www.ctb.ku.edu/en/table-of-contents/structure/volunteers/training-programs/main>

[www.walkbiketoschool.org](http://www.walkbiketoschool.org)

**Task 4 - Adult Skill Improvement Workshops**

**a. Workshop Location**

Possible locations of the adult workshops shall be determined by the Contractor for review and approval by the CM. The Contractor is to select locations suitable for each of the adult workshops' needs. For each location, the contractor shall be responsible for contacting the relevant businesses and agencies for permission; securing a conveniently located facility for an appropriate time and time frame; identifying appropriate roadways, parking lots and bikeways adjacent to the facility; considering the scope of education and enactment that will be most beneficial; and submitting the Adult Skill Improvement Workshop Plan and

attendance survey sheets, as outlined in the deliverables for this task, for approval by the CM.

The Contractor shall prioritize selected locations based on the needs, benefits, and projected effectiveness that the project will bring to the location's surrounding area within the County.

**b. Workshop Components**

The adult workshops shall consist of two components: an Active Educational Lecture (AEL) component and an Interactive Enactment (Enactment) component. Unlike the K-12 student workshops, the components for the adult workshops are to be performed together in a back-to-back fashion. The goal is to educate attendees of the best practices while walking and riding a bicycle with more emphasis given to bicycle safety. The workshops' educational purpose shall be to inform attendees of their responsibilities in ensuring their own safety while participating in active transportation.

The AEL component's length of time will be discussed and agreed upon between the CM and the Contractor and is to be conducted indoors. The material taught will follow the League of American Bicyclists Traffic Skills 101 curriculum, which may need to be abridged for the three hour courses. AELs shall include, but not be limited to, instruction on: "Air, Break, Chain" (ABC) basic bike check, bike safety statistics, rules of the road, equipping your bicycle, taking a bike on transit, bike-specific laws and legislation, car-specific laws and legislation, general safety tips, current legislative efforts, and motivation for obeying traffic laws. The AEL component should be advertised and planned to be engaging and interesting to ensure adequate attendance and participation.

The Enactment component's length of time will be discussed and agreed upon between the CM and the Contractor and should be designed for people who know how to ride a bike but would like additional knowledge and skills to ride comfortably on city streets with light traffic volumes. The Enactment component will require participants to bring a bicycle in good working order and a helmet. This portion of the safety training is to be conducted outside either within an open space (park, parking lot, etc.) and/or at an adjacent

roadway (intersection, sidewalk, shoulder, bikeway, etc.). The purpose is to allow participants to both observe and practice the safe practices discussed within the AEL. The Enactment is to include demonstrations on improving handling skills, biking confidently on the various types of roadways, and learning crash-avoidance maneuvers. The demonstrations shall also go over bicycle maintenance activities, such as flat repairs and fixing a chain that has fallen off.

**c. Presentation Teams**

All of the Contractor's presentation teams shall meet the requirements listed in this Exhibit's Section J.4, Contractor Responsibilities.

**d. Workshop Requirements**

The AELs must have all materials required for the Tasks including at a minimum:

1. Location with max occupancy exceeding 30
2. Attendance and survey sheets
3. Sound System (assembly setting)
4. Projection screen and projector
5. A Computer containing a PowerPoint or Prezi presentation preapproved by the CM
6. Props:
  - a. One or Two sample bicycles
  - b. equipped with: gears, bells, reflectors, and front and rear lights
  - c. Four helmets, two bicycle locks, and two of each of the following reflectors: wrist, arm, ankle, and vest
7. Incentive Items

The Enactment must have all materials required for the Tasks, including at a minimum:

1. Demonstrative bicycle
2. Bicycle Course Props
  - a. Cones (Not to be placed within streets)
3. Lightly traveled Roadway
4. Bicycle courses
  - a. 75+ ft. slalom course
  - b. 75+ ft. object dodge course
  - c. 50+ ft. slow race course

Information presented at the Adult Workshops must be approved by the CM before it is presented. If the Adult Workshop takes place in a location with a high percentage of non-English speaking residents, the Contractor must ensure that instruction is also given in Spanish and any other Language listed in Form PW-20 as requested by the CM. No additional cost will be charged for this service.

**Task 4 - Deliverable:**

**a. Adult Skill Improvement Workshop Plan**

The Contractor shall prepare a written Adult Skill Improvement Workshop Plan that includes the curriculum, presentations, staffing, and instructional methods the Contractor will use to conduct the AELs and Enactment components for the adult workshops. The plan shall also identify how the Incentive Items will be handed out. Within 30 calendar days of the submittal of the Adult Skill Improvement Workshop Plan, the Contractor is to conduct a full demonstration of each of the proposed AEL and Enactment components for the CM's approval. The plan and demonstration shall be approved by the CM prior to conducting any parent workshops. The adult workshops shall be substantially similar to

their description within the Adult Skill Improvement Workshop Plan as approved by the CM. Any changes to the Adult Skill Improvement Workshop Plan shall be made at no additional cost to the County.

**b. Attendance and Survey Sheets**

The Contractor shall distribute and collect attendance and survey sheets for this Task in conformance with Section P.

**Task 4 - Reference Materials:**

<http://www.massbike.org/education/bike-safety-education/>

<http://www.bikeleague.org/content/take-class>

<https://www.bikeeastbay.org/education>

**Task 5 - Traffic Safety Community Rodeos**

**a. Traffic Safety Rodeos**

Each Traffic Safety Community Rodeo (Rodeo) shall be an interactive and hands-on event, which allows participants to receive educational safety tips and experience simulated traffic situations in a safe learning environment. These Rodeos shall take place at publicly accessible places, such as parks, empty parking lots, fair grounds, universities, high schools, etc. To increase involvement, it is encouraged that these events be held in conjunction with other public events.

**b. Rodeo Requirements**

The goal is to teach groups of children, teens, adults (of all ages), and families on how to walk and bicycle in a safe manner and deal with real world traffic situations. The Contractor shall structure the Rodeos to consist of multiple stations designed to address pedestrian and bicycle safety. The instruction and activities performed at each of the stations shall be designed appropriately for the specific group (children, teens, adults, and families). Incentive Items may be handed out during the Rodeos.

The following stations are possible ideas that may be included in the TOP, however the Contractor may propose alternatives:

1. Crossing a street using a crosswalk walking/bicycling
2. Bicycle and helmet fit
3. Bicycle inspection
4. Flat repair demonstration
5. Start and stopping on a bicycle
6. Object/rock dodge for bicyclist
7. Watching for traffic from a driveway/street
8. Scanning the street for traffic
9. Bicycle slalom (cone course)
10. Slow race

Incentive Items are to be handed out during the Rodeos.

**c. Presentation Teams**

The Contractor's presentation teams shall have the following minimum qualifications:

1. One presenter with proven experience for organizing and hosting safety rodeos.
2. A strong knowledge of the everyday obstacles faced by bicyclists and pedestrians.

The Contractor shall provide all equipment required for the completion of the Rodeo. The required items include, but are not limited to: attendance and survey sheets, bicycles, safety equipment (helmets, lights, outfits, etc.), cardboard cut-outs of traffic objects, and obstacles, such as traffic cones.

**Task 5 - Deliverable:**

**a. Traffic Safety Community Rodeo Plan**

Prior to the Rodeos, the Contractor will be required to write and submit a Traffic Safety Community Rodeo Plan for approval by the CM. The plan shall include the following: a sample layout; pictures of all props that will be used; two sample props; a detailed description of each station; a list of all items that will be provided at the Rodeo; the different curriculums for each station; the methods of teaching for the different people of the community (families, children, adults, etc.); and the staffing requirements for the Rodeo broken down by role and location. The plan shall also identify how the Incentive Items will be handed out. The Rodeo shall be substantially similar to the scope described in the Contractor's Traffic Safety Community Rodeo Plan approved by the CM. Any changes to the Traffic Safety Community Rodeo Plan shall be made at no additional cost to the County.

**b. Attendance and Survey Sheets**

The Contractor shall distribute and collect attendance and survey sheets for this Task in conformance with Section P.

**Task 5 - Reference Materials:**

[http://www.bike.cornell.edu/pdfs/Bike\\_Rodeo\\_404.2.pdf](http://www.bike.cornell.edu/pdfs/Bike_Rodeo_404.2.pdf)

<https://www.safekids.org/sites/default/files/documents/Bike-Rodeo-Station-Guide.pdf>

<http://www.crime-prevention>

[general.wikispaces.com/file/view/Bicycle+Rodeo.pdf](http://general.wikispaces.com/file/view/Bicycle+Rodeo.pdf)

<http://www.bikemaine.org/wp-content/uploads//pdfs/rodeoguide.pdf>

**Task 6 - Public Outreach and Relations Services**

Project Outreach (Outreach) shall be conducted to improve public awareness and increase community participation for the aforementioned Tasks. Task Orders may also be issued for Outreach only, to promote and obtain public input on current or upcoming active transportation infrastructure and/or noninfrastructure project being sponsored by the County. The direct costs related to securing meeting locations, printing and mailing flyers and Outreach items, purchase of advertising space for Public Service Announcements (PSA),

such as bus shelters, television, radio, and newspaper shall be considered a pass-through cost and shall be paid through invoices with no mark-up.

### **Required Outreach Elements**

The Contractor shall disseminate project information and material to the community and constituents through a wide range of platforms. The Contractor must publicize the project by performing the following:

- Prepare mailing and e-mail distribution lists for interested stakeholders (Stakeholders) including: local bike shops, libraries, parks, recreation facilities, community based organizations, local and regional pedestrian, and bicycle and safe route to school advocacy groups.
- Develop social media sites and a web portal to discuss the Task(s) and opportunities for public participation. The TOP for each Task Order should outline the costs for the Contractor hosting the online material for the duration of the Task. The Contractor shall need to post all online material on a County website at Task completion.
- Design full page and half page flyers to request online comments or attendance at upcoming public events, such as meetings, adult classes, and rodeos. The flyer's shall be prepared in English and Spanish and any other language listed on Form PW-20, as requested by the CM.
- Produce press releases regarding upcoming public events, such as meetings, adult classes, and rodeos. The press releases shall be prepared in English and Spanish and any other language listed on Form PW-20, as requested by the CM.
- Provide information on the Task and publicize upcoming public events by posting the press release and other project information on the web portal and social media sites, and notifying the Stakeholders identified in the distribution list. Proactively send regular updates and reminders to stakeholders via e-mail.
- Hard copies of the flyers shall be distributed to libraries, parks, bike shops and other public places that are willing to display them.

#### **a. Additional Outreach Elements**

At the request of the CM or as otherwise provided in a Task Order, the Contractor may be required to undertake the following activities:

- Develop new or revise existing outreach educational materials. These materials may include, but are not limited to, brochures, tip sheets, etc.
- Distribute comment cards and post cards to Stakeholders in addition to flyers.
- Organize and host information booths to represent the County and discuss County projects at public meetings and community events throughout the County.
  - Contractor to prepare, set up, and ensure/provide required audio/visual (A/V) services and equipment, coordinate and book keynote speakers, and provide refreshments.
    - For example, these can include "Bike to Work Week" events and "Launch Parties" for new bikeways
  - Contractor to coordinate with event organizers (e.g., Ciclavia) and corporate sponsors who can also assist with media outreach to publicize the developed Program and projects.
- Retain or coordinate with community based organizations and other advocacy groups, such as the Los Angeles County Bicycle Coalition (LACBC), to assist with the outreach and to encourage attendance at the workshops.
- Develop and produce Public Service Announcements (PSA) to publicize upcoming events or provide safety instructions for pedestrians and bicyclists. The Southern California Association of Governments (SCAG) "GoHuman" is a good example of the safety PSAs. The PSAs can be in print, audio and video format for distribution to newspapers, radio, and television. Examples of other feasible mediums are bus shelters, buses, and shuttles that operate within or near unincorporated areas. The purchase of advertising space, such as bus shelters, television, radio PSAs, and newspaper ads shall be considered a pass-through cost and shall be paid through invoices with no mark-up.
  - These PSA's must be professionally produced and/or recorded in English and Spanish and any other language from Form PW-20, as requested by the CM.

- The Contractor will be responsible for coordinating the appropriate translations and certified translator for each required translation.
- Graphic elements should be prepared to industry publishing standards.
- Reserve locations at schools and other facilities for public meetings.
- Coordinate and represent Public Works at community meetings.
- Discuss the developed safety education and encouragement programs at public meetings, including Town Council meetings in unincorporated areas and at meetings held by other County departments for regional and community specific plans.

**Task 6 - Deliverable:**

**a) Public Outreach Plan and Documentation**

Prior to the initiation of Outreach efforts, the Contractor shall prepare copies and/or verification of the required and optional Outreach elements for the requested Task(s) in the Task Order, for the CM's approval. All such documents must be contained logically and clearly in a formal report labeled Public Outreach Plan. The Public Outreach Plan should provide a timeline for developing the Outreach material and disseminating the information to Stakeholders and the general public. The timeline for outreach elements should be consistent with the schedule provided in the TOP. The Outreach conducted for the Task Order shall be substantially similar to the Public Outreach Plan approved by the CM. Any changes to the Public Outreach Plan shall be made at no additional cost to the County.

The Public Outreach Plan must be submitted for approval at a minimum of eight business days prior to the start of public events, such as safety workshops, meetings, and Traffic Safety Community Rodeos. Electronic documentation of the dissemination of material is to be maintained in clear format within one of the following programs: Microsoft Excel, Microsoft Word, or Text file. On a quarterly basis, the record of disseminated outreach material is to be attached to the

Quarterly Updates. Upon completion of the Tasks, the record of disseminated material is to be attached to the Final Report and amended to the original Public Outreach Plan as an attachment.

**Task 6 - Reference Materials:**

[http://www.saferoutesinfo.org/sites/default/files/resources/SRTS Noteworthy Practices Guide FINAL.pdf](http://www.saferoutesinfo.org/sites/default/files/resources/SRTS%20Noteworthy%20Practices%20Guide%20FINAL.pdf)

**F. Pass-Through Costs**

County recognizes that there may be costs related to materials, equipment, props, Incentive Items, advertisements, and location reservations that are not covered under this Contract for which the Contractor is not compensated under the rates provided on Form PW-2. County shall allow Contractor to pass through the amounts necessary to cover the specific items as provided herein only if CM has authorized the purchases and/or reservations in writing prior to Contractor's initiation of purchase for the item(s) or location reservations. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

Any materials, equipment, props, and/or Incentive Items purchased through pass-through costs must be maintained in good working condition. The Contractor shall replace any damaged or lost pass-through items due to Contractor's negligence.

Any equipment of materials purchased pursuant to this Contract is property of the County. The CM may request the return of any of these items at any time throughout the duration of the Contract.

**G. Method of Payment**

Payments will be made for all work completed, to the satisfaction of the CM, upon receipt of an invoice from the Contractor. The Contractor's invoice shall clearly indicate the Contract number, invoice number, Tasks, and the item(s) of work performed, date of services, location, type of services, itemized cost of labor services, and supplies/equipment. Public Works agrees to make payment to the Contractor within 30 calendar days of receiving a properly completed invoice from the Contractor. Invoices may be submitted as work is completed. The Contractor may bill as portions of Task(s) are completed with preapproval by the CM.

The County may withhold the whole or a portion of the payment to Contractor in the event of the Contractor's failure to perform any portion of this Contract including any element of any Task. The amount of the withheld payment shall equal the ascertainable cost of performing the omitted work. The County

reserves its right to any additional remedies as provided in Exhibit B, Section 3.

Deliverables will be paid for upon their completion and approval by the CM. All payments made to the Contractor by the County will contain a 10 percent retention, which will be paid to the Contractor upon the completion and approval of the Final Report for each Task Order.

Any savings realized by the Contractor in completing a particular Contract Task may be applied to the completion of additional Tasks or other areas of the Contract as recommended by the Contractor and approved by the CM.

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices.

H. **Reports and Materials**

Contractor shall refer to Exhibit B. Section 13, Proprietary Considerations on pages B.45 and B.46 for information with respect to County Materials.

Reports shall be written in Word format. Any fonts used in the materials (other than Times and Arial) shall be provided in TrueType format. All graphics shall be in PC-readable format as Adobe Illustrator, PageMaker, or Photoshop format. Images shall be maintained in an editable format with no constraints on ability to use the materials.

I. **Special Safety Requirements**

In the performance of this Contract, precaution shall be exercised by the Contractor for the protection of persons, including employees and property. Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. Contractor shall provide all safety devices, safeguards, and protective equipment and take any other needed actions on its own volition, or as Public Works may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract. Contractor's personnel shall observe all applicable Cal/OSHA regulations while at any demonstration facility or other County jobsite. Suitable clothing, hats, gloves, and shoes that meet Cal/OSHA requirements are required.

J. **Contractor Responsibilities**

1. Contractor shall provide a Contractor's Managing Employee (CME) who is a full-time employee of the Contractor. This CME shall provide overall management and coordination of this Contract and act as the central

contact for Public Works. The CME shall have full authority to act for the Contractor on all Contract matters relating to daily operation, including answering questions, responding to emergencies, and approving reports. Supervision shall be provided to the satisfaction of the CM.

2. The Contractor must have a minimum of three years of experience in bicycle and/or pedestrian safety education and encouragement programs for school children and adults, one year of which must be providing this type of service to a government agency or school district.
3. Contractor and/or Subcontractor must identify a minimum of two qualified employees who will be assigned to this Contract. Employees must have a minimum of three years of experience regarding bicycle and pedestrian safety education and encouragement:
4. The personnel assigned to conducting the presentations of the Student and Adult Skill Improvement Workshops must have the minimum qualifications:
  - a. Two years of public speaking and/or acting experience.
  - b. A League Cycling Instructor (LCI) certified by the League of American Bicyclists to teach Smart Cycling classes to children.
5. The personnel assigned to conducting the presentations of Traffic Safety Community Rodeos must have three years of experience organizing and hosting similar safety related community events.

Contractor shall certify that employees working on this Contract have been cleared of tuberculosis in the past year. Contractors tasked with Student (K-12) Workshops are responsible for obtaining the necessary permits, agreements, and other documents from the target schools and school districts required for conducting the workshops.

K. **Hours and Days of Service**

Hours of services shall be primarily performed within the 8 a.m. to 5:30 p.m. time period, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
<b>Cesar Chavez Day (beginning 2017)</b>	Thanksgiving Day

Memorial Day  
Independence Day

Day after Thanksgiving  
Christmas Day

L. **Utilities**

The County will not provide utilities.

M. **Storage Facilities**

The County will not provide storage facilities for the Contractor.

N. **Removal of Debris**

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

O. **Responsibilities of Public Works**

The County will determine the need for, and provide, jobsite inspection.

P. **Assigning Work**

1. Contractor Selection

Contractor selection for work will be based on the Contractor's ranking resulting from the RFSQ process and Contractor's availability. Public Works will offer work to all Contractors on a rotating sequence **beginning with the highest rated Contractor**. One phone call or e-mail contact will be made and the Contractor will have one full business day to respond. In the event there is no answer or the Contractor selected is not available or cannot perform the work within the County time frame, Public Works will then offer the work to the next Contractor in the rotation per their ranking from the RFSQ process.

This process will be repeated with the remaining Contractors until a Contractor is found to be available and capable to accomplish the work. Once a Contractor has been offered a Task Order, that Contractor's name is then rotated to the bottom of the rotation whether the offer has been accepted or not. Contractors will only be contacted again for work after each remaining Contractor on the list has, in order, been given an opportunity for the next job assignment.

2. Task Order

As provided in Section D in this Exhibit, work will be assigned to the Contractor through issuance of Task Orders. The Task Order will be subject to all terms, conditions, and requirements of this Contract.

After a project to be performed under the Contract is identified by the County, the CM will submit a Task Order to the Contractor. The Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The Task Order will be delivered to the Contractor for review. The Contractor shall respond with one full business day regarding acceptance of Task Order or the work will be offered to the next Contractor as per Section P.1.

The Contractor shall provide a TOP within ten calendar days of acceptance of the Task Order for developing and implementing the requested Tasks. The TOP shall comprehensively outline all elements and items regarding the schedule, costs, and staffing required for completion of the Task Order. The TOP shall include a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses and pass-through costs, and total dollar amount. The TOP shall also include draft Plans (Student Workshop Plan, WBRTS Groups Plan, Volunteer Training Plan, Adult Work Shop Plan, and Traffic Safety Community Rodeo Plan) for the requested Tasks.

The CM shall review the TOP and finalize the Task Order. The CM may discuss the Task Order deliverables (Deliverable), cost and other negotiable items with the Contractor during this review period. The finalized Task Order needs to be signed by the County and the Contractor before the CM can issue the Notice to Proceed (NTP) to start work. The executed Task Order with the agreed upon project cost and schedule shall be attached to the NTP.

3. Task Order Requirements

The Contractor shall be responsible for the project management and performance assessment of all Tasks outlined in the Task Order.

a. Project Management

The Task Orders will involve varying target audiences with different goals from year-long courses for K-12 students in specific communities to short-term adult or community-focused workshops. The Contractor shall tailor curriculums to the target audience and to the format of instruction as identified in the Task Order. The

Contractor shall furnish project development and scheduling services, which shall include, but is not limited to, the following:

a.1. Staff Training

Develop, maintain, and monitor resource/staffing requirements

a.2. Organization

Project Budget/Cost Estimating which includes:

- Schedule the projected costs and invoice dates
- Project development activities to ensure timely delivery
- Contractor management oversight of: Staff Training, Project Scheduling, the Plans (Student Workshop Plan, WBRTS Groups Plan, Volunteer Training Plan, Adult Skill Improvement Workshop Plan, and Traffic Safety Community Rodeo Plan) assigned from the CMs issued task order, Quarterly Updates, and Final Report.

a.3. Project Scheduling

- Review and update project schedules
- Data entry and communication of project scheduling information
- Project Control (Budget and Schedule) and Reporting

b. Performance Assessment

As provided in Section D in this Exhibit, the Contractor shall provide a Performance Assessment (Assessment) for each Task Order. The Assessment shall be submitted with the Progress Reports, "Before and After" Study and the Final Report. The Assessment shall include a summary for the Task Order and an analysis of the information presented, and the attendance and survey sheets for individual Tasks.

The Contractor shall analyze the attendance data, the surveys, tests, and quizzes conducted to monitor changes in the participant's knowledge of pedestrian and bicycle safety, and other pertinent data to evaluate the effectiveness of the Program. The analysis should outline any trends in the reception and understanding of the Program material and level of participation based on age group, schools, and

communities. The Assessment shall include the analysis results and potential Program improvements based on Stakeholder or volunteer input and the Contractors own experiences. The attendance data, surveys, tests, or quizzes shall be submitted in their unaltered form with the Progress Reports and the Final Report shall include digital copies of all data collected for the Task Order. The requirements for the Progress Reports, "Before and After" Study and the Final Report are outlined below.

b.1. Progress Reports

The Contractor shall submit Progress Reports (Report) on all Tasks on a monthly basis unless the Task Order provides different requirements. The Report should be sufficiently detailed for the CM to determine, if the Contractor is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

The Reports shall include the amount of work completed to date, itemized costs for each Deliverable including direct and pass-through costs, Task Order duration to date, and the proposed schedule for the next quarter, as well as a written summary of the work completed within the quarter. The costs should be separated into the charges to date and the charges after the last invoice. The deadline and requirements for the Report will be set by the CM. See below for potential items to include in the Report.

- Invoices, location approvals, plan approvals, etc.
- List of classes and events hosted for all Tasks.
- Attendance data from past events and completed surveys tests and quizzes.
- Details of WBRTS routes, meeting points, potential community partners, and letters of interest and other pertinent documents from the participating schools.
- Event description – environment (indoor, outdoor, classroom, assembly, etc.), constraints, changes made to the applicable preapproved plan, outside weather conditions, etc.

- List of Incentive Items, Props and other materials procured and distributed to date for the Task Order.
- Outreach Items, such as flyers, press releases and PSAs developed, and ideas for future Outreach events.
- Program recommendations to improve the implementation of future Tasks.

b.2. Before and After Study

The Contractor shall submit a "Before and After" Study (Study) for Task Orders that include Student (K-12) Workshops and WBRTS events or as otherwise provided by a Task Order. The Study shall evaluate the effectiveness of the Student (K-12) Workshops and WBRTS events. The Contractor shall distribute and collect surveys to all participants at the start of the Task and at regular intervals during the Task implementation. The surveys shall test the participant's knowledge regarding pedestrian and bicycle safety. The survey can be conducted in the class or done after school via an online survey or a take-home format. The Contractor shall work with the impacted schools to develop the surveys, select the in-class versus take-home format and ensure that the surveys are completed by at least 80 percent of the participants. The Contractor shall compare the surveys collected after the completion against earlier ones to gauge the Program effectiveness, as well as identify ways to improve future Task Orders. The Contractor shall submit the Study with the Final Report, and include the Study conclusions in the Final Report.

The Study shall include all pertinent material from the Student (K-12) Workshops and WBRTS group events, including the following:

- Attendance information to quantify the number of students who walk, bike, or roll to school before, during and at the completion of the Task Order.
- Surveys to gauge the level of knowledge amongst students regarding pedestrian and bicycle safety and their level of interest in walking and biking to school in the future.

- Evaluation forms completed by teachers on the overall Program content and delivery. These forms can also be filled in by the volunteers and parents.

Analysis, results, and interpretation of the results from comparing all surveys, tests, and quizzes conducted for the Task Order. The analysis shall use prevailing data obtained through this Contract and accredited sources to consider overall impact for each school and the impacted communities.

b.3. Final Report

The Contractor shall prepare a Final Report for the completed Task Order or as otherwise provided by a Task Order. The Final Report shall include a summary of the completed Tasks, final invoice, recommendations for infrastructure improvements, recommendations for future Task Orders, and the Program as a whole, and the opinions of educators, parents and other stakeholders. The Contractor shall deliver the Final Report to the CM in both a digital and hard copy format. The Contractor's final invoice and the 10 percent retention withheld from past invoices will be paid to the Contractor upon the CM approval of the Final Report.

The Final Report shall include the following information and any other information the CM may request at the completion of the Task Order:

- A summary of each Task with the actual implementation schedule.
- Problems encountered and lessons learnt for the Task Order.
- A list of the Deliverables submitted.
- A list of Incentive Items, Props and other materials procured and distributed for the Task Order.
- Staff training and development.
- All approved Plans (Student Workshop Plan, Adult Skill Improvement Workshop Plans, Traffic Safety Community Rodeo Plans, WBRTS Groups Plan, Volunteer Training Plan, and Public Outreach Plan).

- Outreach Documentation.
- Existing conditions along the commonly used routes to schools and other destinations that pose an obstacle for active transportation and transit usage in the communities impacted by the Task Order.
- Recommendations and changes to improve the Program.

b.4. Attendance Data and Surveys

The Contractor shall keep attendance records for all Tasks unless the Task Order provides different requirements. Class rosters can be used to mark attendance for student oriented Tasks. For Tasks with adult participants, sign-in sheets requesting the participant's name and contact information shall be used. The sign-in sheets should include a check box to identify if the participant wishes to be placed in a distribution list for future County events. For Tasks where sign-in sheets are not a viable option, the Contractor shall keep a head count of the participants.

The Contractor shall conduct surveys, tests, or quizzes to evaluate the Program effectiveness. The Contractor shall include age appropriate draft surveys in the TOP unless the Task Order provides different requirements. The Contractor shall discuss the student surveys with school staff and finalize the surveys based on their input. For adult oriented Tasks, the CM shall review and finalize the surveys.

The Contractor shall also conduct quick tests or quiz the participants regarding the subject being discussed or demonstrated during the workshops or enactment components to check if the participants understand the information being relayed. For Project Outreach, the Contractor may be requested to conduct intercept surveys to identify support for potential bicycle and pedestrian related improvements by the County.

**Q. Project Safety Official**

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

**R. Liquidated Damages**

1. In case of the Contractor's failure to meet certain specified performance requirements, Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in performance of the Contract work.
  - c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of Public Works is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the contract work in accordance with the terms and conditions of this Contract at the Proposal price.
  - d. The parties are not under any compulsion to contract.
  - e. Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement

and willingness to be bound as part of the consideration being offered to Public Works for the award of this Contract.

- f. It would be difficult for Public Works to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
- g. The liquidated sums specified represent a fair approximation of the damages incurred by Public Works resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- h. Contractor shall pay Public Works or Public Works may withhold the whole or portion of the monies due the Contractor for the failure to perform any portion of this Contract. The amount of the liquidated damages will be as shown:
  - i. Task A3 \$50 per day late
  - ii. Task B1,2,3,5,7 \$100 per day late
  - iii. Task C1 \$100 per day late
  - iv. Task D1 \$100 per day late
  - v. Task D2 \$250 per day late

Execution of this Contract shall constitute agreement by Public Works and Contractor that liquidated damages assessed per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

- 3. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

S. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

T. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the RFP.

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## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

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

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. 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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.

Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is 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 this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of 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 County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. 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 County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

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 disability, 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. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. 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 this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by 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 County without County's prior written approval.

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

I. Conflict of Interest

1. No County employee whose position with 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 Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment 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 reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. 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 (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect 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 for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the 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).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. 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.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. 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 business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Architectural Engineering Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event 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," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time.

All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract, including but not limited to supervisors and Subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Contractor Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency or entity acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.
2. No Contractor Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Contractor Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.
3. Disqualification of any Contractor Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.
4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Contractor Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

## II. Subcontracting

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify, defend, and hold 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 Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Architectural Engineering Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. 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.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. 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 days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of 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.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith 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 for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of 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.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

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.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and 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 County and 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.
2. 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. 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 Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers

from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten 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.
  - b. 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 \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying 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.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Architectural Engineering Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

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

- 3. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. 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 County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County

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

E. Compensation for County Costs

In the event that the 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, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

4. Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
  
5. Intellectual Property: Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third-party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1,000,000 per occurrence. If this insurance is written on a claims made form, Contractor shall either: (i) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

## SECTION 6

### 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 County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of 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 Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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 Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of 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.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with 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 Contractor. "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 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 Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility 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 Public Works of this information prior to responding to a solicitation or accepting a Contract award.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 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 Local Small Business Enterprise.
- 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 Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise 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 County any difference between this Contract amount and what County's costs would have been if this 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 of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any 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.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 12

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference (DVBE) 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:
  - a. 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.
  - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. 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 Public Works of this information prior to responding to a solicitation or accepting a Contract award.

## SECTION 13

### PROPRIETARY CONSIDERATIONS

#### A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

#### B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

#### C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon

any Intellectual Property or proprietary rights of third-parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor shall defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2015)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

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

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

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

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

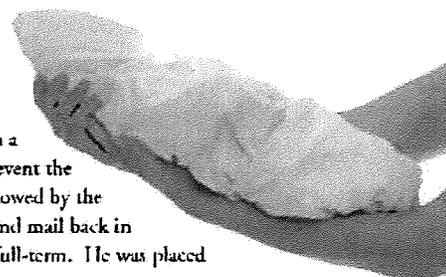
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

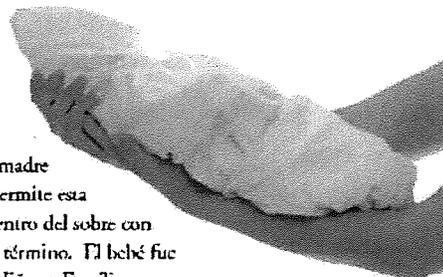
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
3. A purchase made through a State or Federal contract;
4. A contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**EXHIBIT F**

**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>SCOPE OF WORK</b>				
<b>A. Generating Bicycle and Pedestrian Safety Related Education and Encouragement Plan</b>				
Work Plan	To be completed annually within 30 days of the start date of this contract, and during each new contract year.	\$500.00 per day per annual work plan that is submitted late.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. Assist Teachers/Students with Safety and Encouragement Projects</b>				
Safety and Encouragement Learning debriefing reports	Debriefing reports to be completed within 45 days after each service learning project is completed.	\$500.00 per day per each debriefing report that is submitted late.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 1 of 7

PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>C. Assessments</b>				
<ol style="list-style-type: none"> <li>1. Students pre/post tests</li> <li>2. On-line teacher survey</li> <li>3. Workgroups</li> </ol>	An evaluation report must be completed within 90 days of each completed assessment study.	\$500.00 per day per each assessment report that is submitted late.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. Generating Status and Quality Reports</b>				
Status and Quality reports	To be completed within 45 days of the conclusion of each Program year, for the duration of this contract.	\$500.00 per each day per each day the annual report is submitted late.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. Reports/ Documentations</b>				
1. Special reports as needed	Filed within time frame requested	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Fines by regulatory and governmental agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>F. Employees</b>				
1. Contractor's employee criminal background investigation	Prior to the start of the contract and continuation of the contract, the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract.  Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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Page 3 of 7

**EXHIBIT F**

**PERFORMANCE REQUIREMENTS SUMMARY**

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Employees well oriented to job	Employees must have thorough knowledge of facility and its needs	\$50 per error resulting from lack of orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Photo I.D. badges	Photo I.D. Badges worn by all employees on the job at all times	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Uniform	Uniforms worn by all day time employees on the job	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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Page 4 of 7

PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Maintain experience and training	Documented experience and training of each employee	\$250 per untrained employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain knowledge of safety and education etiquette requirements	Completion of training of all accepted standards for safe practices related to the work	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>G. Supervisor/Managers</b>				
1. Change in project manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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Page 5 of 7

PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
3. Competent supervisory staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Provide adequate supervision of required training and experience.	Contract specifications met	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>H. Contract Administration</b>				
1. Insurance certifications	Certifications submitted before implementation of contract and on a timely basis there-after	\$200 per day; work/contract suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
2. Record retention & inspection/audit settlement	Maintain all required documents as specified in contract	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

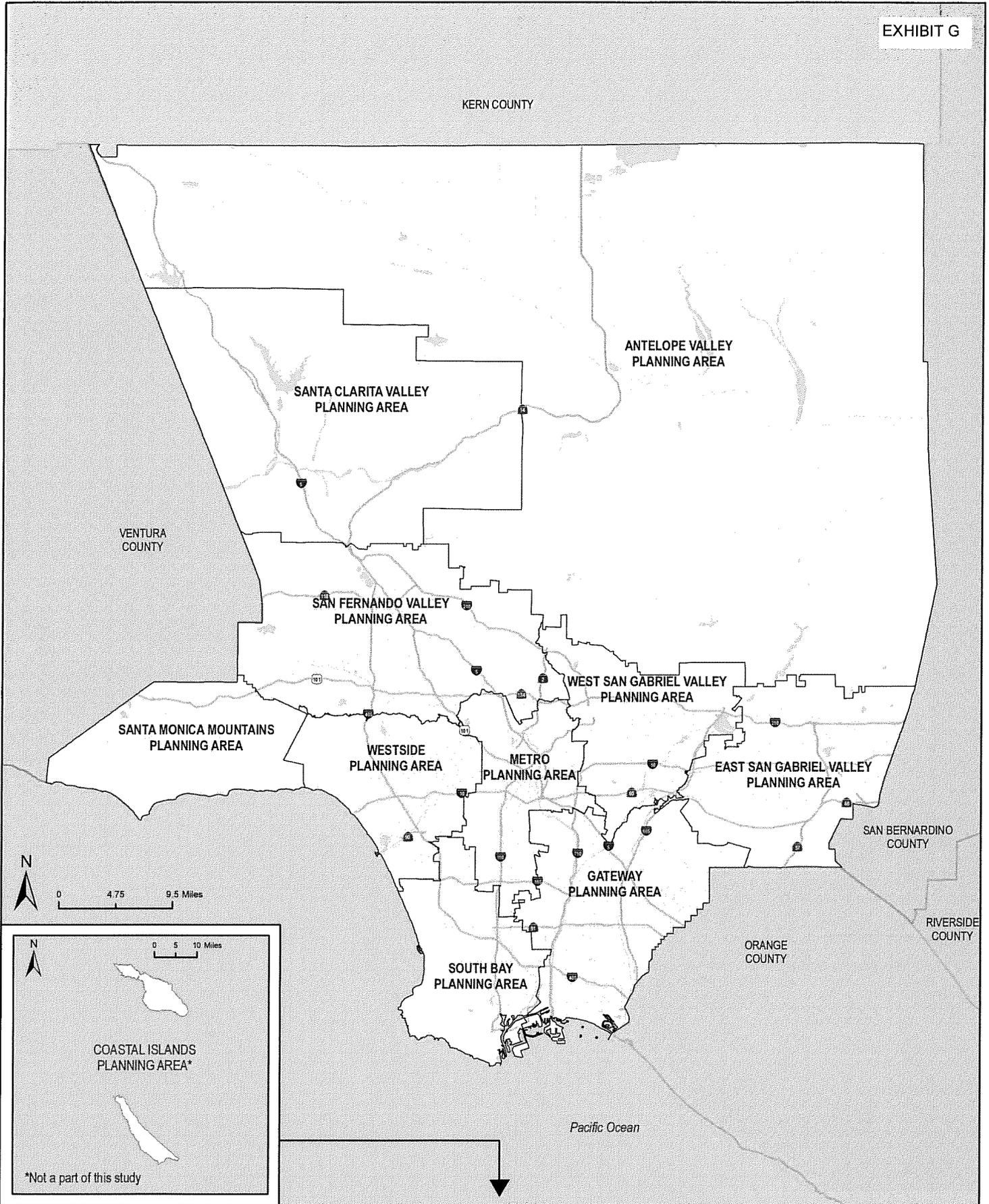
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Page 6 of 7

**EXHIBIT F**

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
3. Use of subcontractor without approval.	Obtain County's written approval prior to subcontracting any work	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and delegation	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 County.	\$200 per day the County is not informed of this change; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	



**Figure 1 : Los Angeles County**

**Los Angeles County Bicycle Planning Areas**

Source: Los Angeles County (2011)  
Date: 10/05/11

## Active Transportation Program - Non-Infrastructure Program Guidance

### Effective Date: June 11, 2015

The Active Transportation Program (ATP) is a combination of State and Federal funding sources, and covers a wide variety of project types. These guidelines are provided to assist agencies in understanding eligible non-infrastructure expenditures under the ATP.

### Operating Expenses

#### Notes:

- ATP Guidelines state that the CTC Commission's intention was to fund ATP non-infrastructure pilot and start-up projects that can demonstrate funding for ongoing efforts. The Active Transportation Program funds are not intended to fund ongoing program operations. Agencies should propose non-infrastructure projects that meet the ATP guidance and are sustainable by the agency in the future.
- RFQ/RFP/PIF must be utilized for all consultants. Consultants include but are not limited to experts for walk audits, evaluation-related expenses, League-Certified Instructors, education and outreach consultants, etc.
- Competitive bid / small procurement procedures must be utilized as appropriate.

Operating Expenses	Items
Staff and Benefits	<p>Reasonable part time or full time staff needs (local agency and/or consultants):</p> <ul style="list-style-type: none"> <li>• Salaries and benefits for agency staff needed to support an ATP NI project.</li> <li>• Costs to engage the services of a consultant (either non-profit or for-profit) to support an ATP NI project.</li> </ul> <p>Examples include:</p> <ul style="list-style-type: none"> <li>• Salaries and benefits for a SRTS Program Manager. A Program Manager is a person that runs an entire city, county, or some other area wide division that includes <i>numerous</i> schools.</li> <li>• Costs to engage the services of a consultant (either non-profit or for-profit) to manage a SRTS program is also covered as described above.</li> <li>• School Coordinator: a person that runs an individual schools SRTS program.</li> <li>• Pay for a substitute teacher if needed to cover for a faculty attending SRTS functions during school hours.</li> <li>• Costs for additional law enforcement around the school or school routes when students are traveling to and from school during normal school hours.</li> <li>• Crossing guard salaries are <u>not</u> an eligible expense. (see Staff Training)</li> </ul>
Staff Training	<ul style="list-style-type: none"> <li>• Training if necessary should be limited to the specific area of training needed. Training should utilize available TARC materials as applicable. Examples of acceptable training are: train the trainer; regional training for school staff and volunteers; actual training of students.</li> <li>• Training for crossing guards is allowable.</li> <li>• General attendance at conferences is not an eligible expense. (See Travel)</li> </ul>

**Active Transportation Program - Non-Infrastructure Program Guidance**  
**Effective Date: June 11, 2015**

Operating Expenses	Items
Volunteer Expenses (Parents, misc. volunteers, etc.)	<ul style="list-style-type: none"> <li>• Volunteers may be reimbursed for materials and expenses needed for coordination and training efforts. (Example: mileage reimbursement, meals, supplies, and materials).</li> <li>• Volunteers cannot be paid for their time.</li> </ul>
Communications	<ul style="list-style-type: none"> <li>• Phone Service (Does not include equipment – see Ineligible Expenses)</li> <li>• Postage/shipping</li> <li>• Webinar service</li> <li>• Website design and maintenance/updates</li> </ul>
Office supplies	Including but not limited to: paper, pens, printer ink, etc.
Travel	<ul style="list-style-type: none"> <li>• Mileage/airfare/hotel/per-diem/parking /taxi fare (For necessary staff travel only, not to be used as an incentive.)</li> <li>• Auto insurance (e.g. to move bicycle fleets).</li> <li>• General attendance at conferences is not an eligible expense.</li> <li>• Out of State travel is not an eligible expense.</li> <li>• Travel should conform to State or the responsible agency reimbursement guidelines.</li> </ul>
Meeting costs	<ul style="list-style-type: none"> <li>• Meeting/training rental fees, food for working meals.  <i>*Food should be “healthy” and of reasonable cost, an example of reasonable cost is conforming to State reimbursement guidelines including: \$6 breakfast, \$10 lunch, \$18 dinner.</i></li> </ul>
Material Production	<ul style="list-style-type: none"> <li>• Graphic design and printing costs associated with education and encouragement materials.</li> <li>• It is encouraged to use existing SRTS, bike, or pedestrian educational materials already developed for by the National Center for SRTS, the California SRTS Technical Assistance Resource Center, FHWA, and other states. ** See the California SRTS Technical Assistance Resource Center for educational materials and links. <a href="http://www.casaferoutestoschool.org/">http://www.casaferoutestoschool.org/</a></li> </ul> <p>** Expenses to design/develop alternative SRTS/Bike/Pedestrian materials (material already available from the above listed sources must be approved by the Caltrans HQ Safe Routes to School Program Manager. (Exception: school walking and/or bicycling route maps.)</p>
Indirect Costs	<ul style="list-style-type: none"> <li>• Agencies must have an approved Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) agreement with Caltrans in order to be reimbursed, or</li> <li>• The agency must submit an ICAP/ICRP request in accordance with the options and submission processes found on the Division of Audits and Investigations webpage: <a href="http://www.dot.ca.gov/hq/audits/">http://www.dot.ca.gov/hq/audits/</a></li> </ul>

## Active Transportation Program - Non-Infrastructure Program Guidance

Effective Date: June 11, 2015

Operating Expenses	Items
Ineligible Expenses	<p>These types of items are <u>not</u> eligible operating expenses:</p> <ul style="list-style-type: none"> <li>• Cash, Gift Cards, Gift Certificates</li> <li>• Electronic Equipment: (Computers, laptops, iPads/tablets, iPods/MP3 Players, cell phones, smart boards, projectors, printers, or other electronic equipment.)</li> <li>• Similar items</li> </ul>

### Direct Program Related Expenses

#### Notes:

- Purchases must follow local competitive bid / small procurement procedures, which can include receiving multiple (often three) bids to ensure reasonable cost.
- Purchases of items not listed below may be eligible, but must be reviewed and approved by Caltrans in advance of purchase on a project by project basis.
- Unit cost for one item cannot exceed \$50 with the exception of: event insurance, bicycle equipment (as noted), and scanning equipment, all must be “reasonable” costs justified by small procurement procedures.
- Incentives: Allowable incentives are limited to pedestrian and bicycling related educational safety materials. Incentives are classified into two different categories (“Major” and “Minor” items), with different rules and allowances for each category. See tables for additional information. Incentives cannot be purchased for raffles, encouragement, promotional, giveaways, and other similarly intended uses except as allowed herein.
- Equipment: Including bicycles and helmets (see table below) may be provided for use during training and educational events. All equipment purchased for training and educational programs/events (including bike rodeos and/or similar events) are not to be given away. Bicycles & helmets purchased for training/events are intended to be kept and used by the program beyond the life of the project as part of a sustainable ATP program in the community. Helmets should be bought in volume to minimize cost.
- Buy America provisions apply to purchases of iron and steel products and may apply to bicycle purchases. An exception to the Buy America requirement is allowed for purchases of minimal amounts of foreign iron/steel products; this minimal purchase amount is defined as 1/10<sup>th</sup> of 1% of the total contract or \$2500, whichever is greater.  
Buy America requirements do not apply to aluminum or alloy products. Since many bikes are made of aluminum or alloys, some bike purchases may not trigger the Buy America requirements.

## Active Transportation Program - Non-Infrastructure Program Guidance

**Effective Date: June 11, 2015**

Program Related Expenses	Items	Notes
<p><b>Equipment*</b></p> <p><i>* For Training / educational purposes only. These items cannot be used for raffles, incentives, prizes, giveaways, etc.</i></p> <p><i>* Unit cost for one item cannot exceed \$50, unless otherwise noted.</i></p> <p><i>* All costs are excluding tax.</i></p>	<ul style="list-style-type: none"> <li>• Bicycles (See Notes) Bicycle cost is limited to: \$250/bicycle</li> <li>• Bike helmets (See Notes) Helmet cost is limited to \$20/helmet</li> <li>• Bike locks and cables</li> <li>• Bicycle Repair Stand (limited to \$150/stand)</li> <li>• Bicycle Patch kits</li> <li>• Bicycle lights</li> <li>• Bicycle lubricants</li> <li>• Bicycle saddle bags</li> <li>• Bicycle tires / tubes</li> <li>• Tire pumps</li> <li>• Bicycle repair tools</li> <li>• Scanner (limited to \$250/scanner) and related equipment (e.g. Barcode tags and bar code readers for computer-based active transportation data collection efforts). Purchase of computers, laptops, etc., are not included in eligible equipment for this purpose. See Ineligible Expenses.</li> </ul>	
<p><b>Safety gear*</b></p> <p><i>* Allowable for staff, trainers, and volunteers. Gear must be necessary for the staff member to complete the program work/duties.</i></p>	<ul style="list-style-type: none"> <li>• Bike helmets</li> <li>• Rain gear (including umbrellas)</li> <li>• Safety vests</li> <li>• Stop paddles</li> <li>• Safety cones</li> <li>• Identification badges/pins/sashes</li> <li>• Water bottles and/or bottle cages</li> </ul>	
<p><b>Incentives - Minor Items*</b></p> <p><i>*(1) Incentives should be used as rewards for program participation, not given to the entire student body whether or not they participate in a SRTS activity.</i></p> <p><i>*(2) All material must include a safety message.</i></p>	<p>Allowable incentives are limited to pedestrian and bicycling related educational materials.</p> <p><b>Minor Items are limited to:</b></p> <ul style="list-style-type: none"> <li>• Punch card holders</li> <li>• Scanning tags or punch cards</li> <li>• Award Certificates: (certificates for achievement or participation, not gift certificates)</li> <li>• Healthy snacks</li> <li>• Reflective items</li> </ul>	<p>Total value of incentives should be limited to no more than \$5 per participating individual.</p> <p>Donated incentive items are not included in the \$5 limit.</p>

## Active Transportation Program - Non-Infrastructure Program Guidance

**Effective Date: June 11, 2015**

Program Related Expenses	Items	Notes
<p><b>Incentives– Major Items*</b></p> <p><i>*(1) Incentives – should only be used as reward for outstanding participation or achievement in the SRTS program over the course of a school year.</i></p> <p><i>*(2) Incentives should be used as rewards for program participation, not given to the entire student body whether or not they participate in a SRTS activity.</i></p>	<p><b><u>Major Items are limited to:</u></b></p> <ul style="list-style-type: none"> <li>• Bike helmets* (see also Notes)            Helmet cost is limited to \$20/helmet (excluding tax). Limited to a maximum of 2 helmets/per grade level/per school year/ per school.</li> </ul> <p>Helmets should be bought in volume to minimize cost. Caltrans does not endorse any particular business, and there are many sources for bulk purchases. Some sources that may be helpful are:            HelmitsRus.com            Prorider.com            American Safety/ASHP (Buyashp.com)</p>	<p>Donated incentive items are not included in the limits.</p>
<p><b>Active Transportation Event - Directly Related Expenses*</b></p> <p><i>* Only that portion of the expenses directly related to an awarded ATP project are eligible for reimbursement.</i></p>	<ul style="list-style-type: none"> <li>• Event insurance</li> <li>• Volunteers may be reimbursed for materials and expenses needed for coordination and training efforts. (Example: mileage reimbursement, meals, supplies, and materials). Volunteers cannot be paid for their time.</li> <li>• Costs for additional law enforcement needed for enforcement activities.</li> </ul> <p><u>Supplies including but not limited to:</u></p> <ul style="list-style-type: none"> <li>• Chalk</li> <li>• Chalk marking sticks</li> <li>• Cones</li> <li>• Barriers/Fences for safe bicycle/pedestrian traffic flow</li> <li>• Tables/Chairs for sign-in areas</li> <li>• Shade tents for sun protection</li> <li>• Easels</li> </ul> <p>Supplies must meet all other expense requirements contained herein.</p>	
<p><b>Educational Materials*</b></p> <p><i>* See also Operating Expenses- Material Production</i></p>	<ul style="list-style-type: none"> <li>• Educational materials must be specific to walking and bicycling. (Transit related items are not an eligible component of ATP projects.)</li> <li>• Curricula (e.g. traffic safety, personal safety, violence prevention)</li> <li>• Walking and/or biking: activity &amp; safety books</li> <li>• Parent tip sheets</li> <li>• Bookmarks – with walking / biking safety messages</li> <li>• Training materials, handouts, flyers</li> <li>• DVDs/movies</li> <li>• Walking School Bus guides</li> </ul>	

**Active Transportation Program - Non-Infrastructure Program Guidance**  
**Effective Date: June 11, 2015**

Program Related Expenses	Items	Notes
Ineligible Expenses	<p>These items are <u>not</u> eligible program expenses:</p> <ul style="list-style-type: none"> <li>• Cash, Gift Cards, Gift Certificates</li> <li>• Electronic Equipment (Computers, laptops, printers, iPads/tablets, iPods/MP3 Players, cell phones, smart boards, projectors, heart monitors, or other electronic equipment.)</li> <li>• Bikes for raffles, incentives, prizes, or giveaways.</li> <li>• Skateboards, Scooters</li> <li>• Incentives (Major or Minor) used for non-SRTS events</li> <li>• Incentives intended to reward simply attending events, but not requiring participation in the program.</li> <li>• Similar items</li> </ul>	Not allowed

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
Student Health and Human Services Division**

**SERVICE DELIVERY APPLICATION  
To Provide Volunteer Support Services at Education Service Center Schools**

**TRANSMITTAL CHECKLIST**

**TO:** \_\_\_\_\_ Education Service Center/Office: \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Education Service Center Organization Facilitator

**FROM:** \_\_\_\_\_ Contractor \_\_\_\_\_ Title \_\_\_\_\_

**SUBJECT: REQUEST FOR APPROVAL OF NEW MOU CONTRACTOR  
OR RENEWAL OF MOU (Education Service Center or School site specific)**

New MOU Contractor

Renewal of MOU

**MOU CONTRACTOR CHECKLIST**

**MEMORANDUM OF UNDERSTANDING (MOU)**

Signed and Dated (2 sets with original signatures, 1 copy) including:

**SERVICE DELIVERY APPLICATION (One Per Site)**

Signed and Dated (2 sets with original signatures, 1 copy) including:

Contractor Personnel (Page 4) completed

Schedule Of Services (Page 5) completed

**INSURANCE**

Professional Malpractice (District co-insured; 1 M/1M)

General Liability (District co-insured; 1M/3M)

Auto (1 M)

Workers' Compensation and Employers Liability

Sexual Abuse and Molestation Coverage (1M)

**FINGERPRINT CERTIFICATION FORM/LIST**

Signed and Dated (2 sets with original signatures)

**LICENSE(S)**

Copy of Current License(s)

**TB CLEARANCE(S)**

Mantoux Skin Test; if positive – Chest X-Ray result(s)

**ATTACHMENTS**

Consent form/s

Resumes

NOTE: Service Delivery Applications are to be renewed annually with current Certificates of Insurance. Staffing changes are to be reported as they occur and annually.

**THE SERVICE DELIVERY APPLICATION HAS BEEN  
REVIEWED/APPROVED AND IS ON FILE WITH THE  
EDUCATION SERVICE CENTER ORGANIZATION FACILITATOR**

\_\_\_\_\_  
Education Service Center Organization Facilitator Signature

\_\_\_\_\_  
Date

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Student Health and Human Services Division**

**INSTRUCTIONS FOR DOCUMENT SUBMISSION**

This Service Delivery Application is submitted by Contractor pursuant to the “No-Cost Memorandum of Understanding between The Los Angeles Unified School District, ESC \_\_\_ and Contractor for \_\_\_\_\_(services) and entered into on \_\_\_\_\_(date).

Contractors that offer services to students at **no cost to the Education Service Center** are considered to **provide “volunteer service(s).”** In order to ensure the safety of students and be in compliance with applicable state and federal laws and Board policy Education Service Center Organization Facilitators should work with Contractors and site administrators to complete the Memorandum of Understanding for No Cost Support Services at Education Service Center Locations and the Service Delivery Application. The following documents should be submitted to the Education Service Center Organization Facilitators:

1. **Completed** Transmittal Checklist (*with original signature*)
2. **Memorandum of Understanding (MOU)** (*two documents with original signatures and one additional copy*)
3. **Service Delivery Application** (*two documents with original signatures and one additional copy*)
4. **Fingerprinting Certification form/list**
5. **Insurance Certificate(s)** - *May be on one or more Certificate(s) of Insurance*
  - Professional Malpractice (District co-insured; 1 M/1M); (*original signed certificate*)
  - General Liability (District co-insured; 1M/3M); (*original signed certificate*)
  - Auto (1 M); (*original signed certificate*)
  - Workers’ Compensation and Employers Liability (*original or copy*)
  - Sexual Abuse and Molestation Coverage (1M)
6. **License(s)**; (*one set of copies*)
7. **TB Clearance(s)**; (*one set of copies*)
8. **Consent Form/s**
9. **Resume(s)**; (*one set of copies*)

**EDUCATION SERVICE CENTER MEMORANDUM OF UNDERSTANDING (MOU)**

By entering into this Memorandum of Understanding, ESC \_\_\_ grants to Contractor the ability to enter into “Service Delivery Agreements (“SDA”)” with specific schools within ESC \_\_\_. An SDA will be evidenced by completion of Exhibit A, attached hereto, between Contractor and the specific school. Once signed by the school and Contractor, Contractor shall provide the SDA to ESC \_\_\_’s Education Service Center Organization Facilitator **prior to the commencement of services at the specific school.** Once the Education Service Center Organization Facilitator signs the SDA and returns it to Contractor, services may commence.

FOR OFFICE USE ONLY

Date Re: \_\_\_\_\_  
Date Apprvd: \_\_\_\_\_  
Original MOU Date \_\_\_\_\_

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**Student Health and Human Services Division**

PAGE 1 OF 9 PAGES

**SERVICE DELIVERY APPLICATION**  
**FOR VOLUNTEER SUPPORT SERVICES AT**  
**EDUCATION SERVICE CENTER LOCATIONS**

**A. GENERAL INFORMATION**

Name of Contractor: \_\_\_\_\_  
Executive Director: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
City, St, Zip Code: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contractor Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_

**School/Site to Complete**

School/Site \_\_\_\_\_ Education Service Center: \_\_\_\_\_ Grade Level: \_\_\_\_\_  
School/Site Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Attach referral form or describe the referral process at your school/site:

Location on school/site for services: \_\_\_\_\_

*On-site staff member with appropriate credential must liaison with Contractor.*

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Credential: \_\_\_\_\_

It is the **Contractor's responsibility** to complete the following items of the Service Delivery Application:

1. Contractor Personnel (page 4) completed and attached: Yes
2. Provide Copies of appropriate licenses, credentials, and/or Fingerprint certifications: Yes
3. Schedule of Services (page 5): Yes
4. Supervision Plan (page 3) attached: Yes

Contractor has reviewed LAUSD policies: Yes

- Child Abuse
- Suicide, RARD
- Students Rights

Description of Identification to Access Campus: \_\_\_\_\_

Contractor requirements from school: \_\_\_\_\_

**SERVICES MUST BE AVAILABLE TO ALL STUDENTS MEETING PROGRAM CRITERIA**

(Contractor Executive Director/Designee Initial the statement below)

\_\_\_ No child otherwise entitled to Services pursuant to this agreement shall be denied such Service due to inability to pay for same

**SCHOOL BASED SUPPORT SERVICES (Check all that apply)**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Tutoring                    | <input type="checkbox"/> Educational Group    | <input type="checkbox"/> Grief Education Group |
| <input type="checkbox"/> Mentoring Group             | <input type="checkbox"/> Mentoring Individual | <input type="checkbox"/> Drop Out Prevention   |
| <input type="checkbox"/> Anger Management Skills     | <input type="checkbox"/> Social Skills Group  | <input type="checkbox"/> Life Skills           |
| <input type="checkbox"/> Sex Ed/HIV (w/HEP approval) | <input type="checkbox"/> Case Management      | <input type="checkbox"/> Teen Parenting Group  |
| <input type="checkbox"/> Information & Referral      | <input type="checkbox"/> Other: _____         |  |

**SUPPORT SERVICES SUPERVISION PLAN**

**Supervision of Contractor's Volunteer and Other Staff:** Staff supervision is the responsibility of the Contractor. A plan for staff supervision and support is described below, including on-site personnel, supervisory staff, and support staff. The malpractice and general liability insurance of the Contractor must cover any services performed by their volunteers/staff.

**SCHEDULE OF SERVICES**

Please identify the days and time personnel will be on the school site

Staff Name	Monday/Time	Tuesday/Time	Wednesday/Time	Thursday/Time	Friday/Time

## SUPPORT SERVICES SUPERVISION PLAN

**Supervision of Contractor's Interns and Other Staff:** Staff supervision is the responsibility of the Contractor. A plan for staff supervision and support is described below, including on-site personnel, supervisory staff, and support staff. The malpractice and general liability insurance of the Contractor must cover any services performed by staff/volunteers on the school/site.

(1) Contractor Supervisor's Name: \_\_\_\_\_ Title \_\_\_\_\_

(2) Location of Supervision: \_\_\_\_\_

(3) Name of Volunteer/s and/or Staff supervised by Supervisor (above) \_\_\_\_\_  
 \_\_\_\_\_

(4) Schedule of Supervision:

Staff/ Volunteer Name	Monday	Tuesday	Wednesday	Thursday	Friday

a. Contractor Contact Number(s) for Immediate Assistance with client:

\_\_\_\_\_

b. Personnel available to Staff/Volunteer is unavailable:

\_\_\_\_\_



## STANDARDS FOR VOLUNTEER SUPPORT SERVICES TO STUDENTS OF EDUCATION SERVICE CENTER

\* *The term "Support Services" is defined by District as any service delivered at no cost to the District under the terms and conditions set forth in the Memorandum of Understanding (MOU); use of this term does not imply that professional services rendered by a Contractor are not compensated or funded by other non-District sources.*

1. **All** individuals or agencies that provide volunteer support services to students of the Los Angeles Unified School District must agree to:
  - Work with the Organization Facilitator and appropriate school personnel to establish effective service delivery systems for District students.
  - Consult with the assigned credentialed on-site support services personnel staff on a regular basis, and work with appropriate school staff when a problem arises that needs immediate attention.
  - Understand and comply with the law and District policies concerning confidentiality, child abuse, and students who may pose a threat to self or others. Policy bulletins on these subjects are available on the school campus.
  - Be punctual in attendance and complete the commitment of the MOU with District. **It is the Contractor's responsibility to inform the school liaison of any change in personnel on campus.** Documentation will need to be completed and forwarded to the Education Service Center Organization Facilitator in order to complete the personnel change.
  - Notify school administrator, appropriate support services staff member, **and** parents of any questionable or abnormal physical health findings. Appropriate referrals should be made for follow up care. Reports to parents are to be written on District approved notification forms. Translation into languages other than English may also be required.
2. **All Students Shall Have Access To On-Site Services , Regardless Of Ability To Pay:**
3. **Fees and Solicitation:** No fees may be billed to students, parents, or their guardians. Contractors may not use written or verbal solicitation for self-referral; Contractors may not use information learned about District student(s) for personal gain or profit.
4. **No Obligation for Students to Use Services:** While a child may benefit from services offered by a Contractor or program, parents or students cannot be required to accept services. **Services cannot be required as a condition of school attendance.** Referrals of students to an agency should be a part of a continuum of services available to students.

5. **Parent/Guardian Informed Consent Requirements:** Prior to Contractor contacting a parent/guardian, the school/site must obtain an “Informed Consent for Contractor Contact” (see Attachment 1) which shall be **made a part of the student record.**

In addition, prior to screening, assessment, or treatment of a student, the parent/guardian must sign an Informed Consent that contains the following statement: *“I understand that [insert Contractor name] is not a part of the regular and ongoing programs of the school or the Los Angeles Unified School District. This service is made available at the school site for my convenience to obtain support services for my child. I understand that the Los Angeles Unified School District does not assume responsibility for the services provided by the Contractor nor for fees that may be charged.”*

6. **Establish Communication Between Contractor and School Staff:** A release of information form may be signed at the same time that the parent consents for services. This permits the school and the Contractor to share appropriate information that can assist in the child’s social, emotional, behavioral and academic progress. Regular meetings between the Contractor and support services personnel should be held for feedback, coordination of services, and to address any issues or concerns in a timely fashion. Information shared may serve as crucial documentation of support services provided to the student in the event that special education services or other serious actions such as suspension or expulsion become necessary.
7. **Planning for Mandated Reporting:** Sensitive information is often uncovered in the course of providing services. It is important for the principal, support services staff members and the Contractor staff to plan **in advance** how Contractor and school will handle sensitive information which affects the student, such as physical or sexual abuse allegations, child neglect, drug/alcohol abuse, criminal activity in the home, etc.

The following staff has reviewed the Service Delivery Application and approves this application.

▶ SIGNATURE _____	DATE _____
<i>Education Service Center Principal Leader/Director</i>	
▶ SIGNATURE _____	DATE _____

We have read and understand the District Standards and agree to comply with the requirements.

CONTRACTOR NAME: _____	
▶ EXEC. DIR/DESIGNEE SIGNATURE: _____	DATE: _____
SCHOOL NAME: _____	
▶ PRINCIPAL/DESIGNEE SIGNATURE: _____	DATE: _____

### Attachment 1

## INFORMED CONSENT FOR CONTRACTOR CONTACT

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

I hereby authorize \_\_\_\_\_ school to disclose contact information regarding  
**school name**

\_\_\_\_\_, date of birth \_\_\_\_\_. This information is being given to assist my  
**student name**

child to obtain support services by \_\_\_\_\_  
**Contractor name**

\_\_\_\_\_. I understand that the  
**address City Zip**

Contractor is not a part of the regular and ongoing program of the school or the Los Angeles Unified School District. This service is made available at the school/site for my convenience to obtain support services for my child. *I understand that the Los Angeles Unified School District does not assume responsibility for the services provided by the Contractor nor for fees that may be charged.*

\_\_\_\_\_  
**Signature of Parent/Legal Guardian**

\_\_\_\_\_  
**DATE**

**Adjunto 1**  
**CONSENTIMIENTO INFORMADO**  
**PARA PROVEEDOR DE SERVICIOS**

Fecha: \_\_\_\_\_

Por este medio autorizo que \_\_\_\_\_ revele información de contacto

**Nombre de la Escuela**

concerniente a \_\_\_\_\_, fecha de nacimiento \_\_\_\_\_ . Esta información se

**Nombre del Alumno**

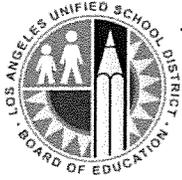
proporciona con el fin de ayudar a mi niño en obtener servicios apoyo ofrecidos por

\_\_\_\_\_  
**Nombre del Proveedor de Servicios Domicilio Ciudad Código Postal**

Entiendo que el proveedor de servicios no forma parte del programa regular y actual del Distrito Escolar Unificado de Los Angeles. Este servicio se pone a la disposición en el plantel escolar para mi conveniencia en obtener servicios de apoyo para mi niño. *Entiendo que el Distrito Escolar Unificado de Los Angeles no se hace responsable por los servicios prestados por el Proveedor ni por los posibles honorarios por cobrarse.*

\_\_\_\_\_  
**Firma del Padre o Tutor Legal**

\_\_\_\_\_  
**FECHA**



**TO:** LOS ANGELES UNIFIED SCHOOL DISTRICT  
 Insurance and Risk Finance  
 Division of Risk Management &  
 Insurance Services  
 333 S. Beaudry Ave., 28<sup>th</sup> Fl.  
 Los Angeles, CA 90017

**FROM:** Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Fingerprint and Criminal Background Check Certification**

*In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.*

With respect to the Agreement (Number \_\_\_\_\_) between the Los Angeles Unified School District ("DISTRICT") and the individual, \_\_\_\_\_ company or contractor named ("VENDOR,") for provision of \_\_\_\_\_ services.

**PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:**

**REQUIREMENTS SATISFIED:**

- A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, the names of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED**

~OR~

**WAIVER JUSTIFICATION:**

- B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
  - 1) The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
  - 2) The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
  - 3) The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]
 

--Check all methods to be used:

    - Installation of a physical barrier at the worksite to limit contact with students
    - Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
    - Surveillance of employees of the VENDOR by school personnel
- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED**