



DEPARTMENT OF PARKS AND RECREATION

Norma E. García-González, Director

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR AS-NEEDED CONSULTANT SERVICES

RFSQ#: DPR-RFSQ-ASNC-2025

Release Date

July 23, 2025

Prepared By

County of Los Angeles

Department of Parks and Recreation

Available at

<http://doingbusiness.lacounty.gov/>

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APPENDICES

- A Sample Master Agreement:** Identifies the terms and conditions in the Master Agreement.
- B Required Forms:** Forms that must be completed and included in the Statement of Qualifications (SOQ).
- C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D Intentionally Omitted**
- E MS SharePoint Online Submission Instructions**

1.0 SOLICITATION INFORMATION TIMELINE

RFSQ Release Date	Wednesday, July 23, 2025
RFSQ Contact	Maream Kbdzhyan, via email: mkbdzhyan@parks.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	Wednesday, August 6, 2025, 5:00 PM, PT
Written Questions Due	Wednesday, August 13, 2025, 5:00 PM, PT
Questions and Answers Released via Addendum	Thursday, August 21, 2025
MS SharePoint Registration Deadline	Friday, August 15, 2025
SOQ's Due	Friday, August 29, 2025, 12:00 PM, PT
Anticipated Master Agreement Term	Initial term of three (3) years with the option to extend for up to two (2) additional one-year periods and a month-to-month extension for a period of time not to exceed (6) months, for a maximum total Master Agreement term of five (5) years and six (6) months.

2.0 GENERAL INFORMATION

2.1 Scope of Work

The County of Los Angeles (County) Department of Parks and Recreation (Department) is seeking qualified companies to enter into Master Agreements with the County to provide As-Needed Consultant Services for planning, design, construction, and facilities maintenance projects throughout the County. The Department manages one of the nation's largest municipal park systems, with 183 parks including local and regional parks, eight nature centers, four botanical gardens, 20 golf courses, 15 wildlife sanctuaries, 37 public swimming pools, more than 200 miles of multi-use trails, and the iconic Hollywood Bowl. This network of open spaces spans over 73,000 acres across southern California and is home to a wide range of recreational and cultural resources, including archeological sites and historical buildings, sports fields and courts, senior and community centers, playgrounds and gymnasiums.

The portfolio of work under the As-Needed Consultant Services Master Agreements is proportionally diverse, ranging from cost estimates, architectural and construction drawings, technical studies and California Environmental Quality Act (CEQA) documents for numerous park improvement projects to planning efforts.

2.1.1 Purpose

The objective of this solicitation is to secure a pool of qualified vendors to enter into Master Agreements with the County to provide a variety of As-Needed Consultant Services in the following ten (10) categories: Planning Services, Environmental Services, Landscape Architecture Services, Civil Engineering Services, Architecture Services, Construction – Cost Management Services, Real Estate Services, Community Engagement Services, Graphic Communications Services, and Public Relations and Marketing Services.

A Master Agreement will be offered up to six (6) qualified Vendors in each category, who meet both the vendor's minimum mandatory requirements as specified in Section 3.0 and minimum scoring threshold as specified in Section 8.2, Selection/Qualification Process, for up to a maximum total of 60 consultants.

The County reserves the right to: 1) increase or decrease the number of selected firms in any category or the total number of Master Agreements; 2) decrease the \$5 million not-to-exceed amount of any Master Agreement; and 3) close the solicitation when needs are met. The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.

2.1.2 Service Categories

Vendors may qualify and apply to one or more of the below listed categories:

- A. Planning Services
- B. Landscape Architecture Services
- C. Civil Engineering Services
- D. Environmental Services
- E. Architecture Services
- F. Construction - Cost Management Services
- G. Real Estate Services
- H. Community Engagement Services
- I. Graphic Communications Services
- J. Public Relations and Marketing Services

Please refer to Appendix B (Required Forms), Exhibit 12, Services Team Structure, for the complete set of required and optional services listed under

each Service Category. The Department reserves the right to amend, add, and/or remove categories from this Request for Statement Qualifications (RFSQ). The Department may, at its sole discretion, reject any or all Statement of Qualifications (SOQs) submitted in response to this RFSQ. In addition, the RFSQ process may be canceled or closed at any time, when the Director of the Department determines at her sole discretion that a cancellation or closure is in the best interest of the County. The County shall not be liable for any cost incurred by a vendor in connection with preparation and submittal of any SOQ.

The Department, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFSQ's requirements.

2.2 Overview of Solicitation Document

This RFSQ is composed of the following sections:

- 2.2.1 Minimum Mandatory Requirements:** Specifies the Vendor's minimum mandatory requirements, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- 2.2.2 SOQ Requirements:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- 2.2.3 SOQ Review/Selection/Qualification Process:** Explains how the SOQ will be reviewed, selected and qualified.
- 2.2.4** The following Appendices are included in the RFSQ:
 - A Sample Master Agreement:** The Sample Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
 - B Required Forms:** Forms contained in this section must be completed and included in the SOQ.
 - C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - D Intentionally Omitted**
 - E MS SharePoint Online Submission Instructions**

2.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Sample Master Agreement), Paragraph 2.0 (Definitions).

2.4 Master Agreement Process

The objective of this RFSQ process is to secure qualified Vendors to provide As-Needed Consultant Services in various service categories. Specific tasks, deliverables, etc., will be determined at the time the Department requests Work Order proposals.

- 2.4.1** Master Agreements will be executed with up to six (6) Vendors determined to be qualified in each service category.
- 2.4.2** If less than six (6) Vendors are qualified for any given service category, all SOQs received after the initial round of evaluations has closed will be evaluated on an intermittent basis until the Department's needs are met.
- 2.4.3** Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors/Consultants. Thereafter, As-Needed Consultant Services will be provided under Work Orders to be issued by County. Work Orders will include a Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. The County may, in the sole discretion of the County, issue Work Orders on rotation, competitive bid, or other methods to select the most qualified contractor for a project. If a qualified Consultant is unable to complete the work, the Work Order shall be offered to the next qualified Consultant in the rotation.
- 2.4.4** Payment for all work will be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a Consultant any minimum amount of work.
- 2.4.5** If the Master Agreement includes various categories of services, Consultants qualified for a specific service category will be contacted on a rotational basis to submit a Work Order proposal for the Work Order released.
- 2.4.6** County reserves the right to match potential projects and expertise to qualified consultants based on performance, scheduling, workload distribution, community familiarity, past project performance, Business Enterprise Category, and other factors, in the County's sole discretion, on a project-by-project basis. After such selection, the qualified consultant shall be placed at the end of the rotation.

2.5 Master Agreement Term

- 2.5.1** The term of the Master Agreement will be three (3) years, commencing on the date of its execution by the Director of Parks and Recreation,

unless sooner extended or terminated, in whole or in part, as provided herein.

2.5.2 The County will have the sole option to extend the term of the Master Agreement for up to two (2) additional one-year periods, and a month-to-month extension for a period of time not to exceed (6) months. The maximum total term for the Master Agreement, if all options are exercised, will be five (5) years and (6) months.

2.5.3 If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Master Agreement will be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the Master Agreement expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

2.6 Compensation

2.6.1 The professional fee basis for all work must be either on a *Time and Materials* method or a *Fixed Price per Deliverable* method. The Department must specify the method when requesting a Work Order proposal. If the *Fixed Price per Deliverable* method is specified, the Prime Consultant must include a detailed estimate of budgeted time and materials used to determine the fixed price.

2.6.2 Regardless of fee basis method, all Work Orders are subject to a Total Maximum Amount to be specified clearly on each individual Work Order. The Total Maximum Amount may only be increased or decreased by the Department in writing. The sum total of all payments on a Work Order may not exceed the Total Maximum Amount. Payments to the Prime Consultant are solely on actual work completed and approved by the Department.

2.6.3 The Department will reimburse the Prime Consultant for additional copies of reports and any other written requests outside the Statement of Work. Mileage is not reimbursable, unless pre-approved in writing by the Department.

2.6.4 The Department agrees to pay a *Listed Subconsultant Administrative Fee* not to exceed 4% of the total subconsultant professional fee, not including reimbursements, for subconsultants included in the Prime Consultant's Services Team listed in Appendix B (Required Forms), Exhibit 12.1, Subconsultant Acknowledgement Form.

2.6.5 At the request of the Department, the Prime Consultant may hire subconsultants that are not included in the Prime Consultant's Services Team listed on Appendix B (Required Forms), Exhibit 12.1,

Subconsultant Acknowledgement Form. In these cases, the Department agrees to pay an *Unlisted Subconsultant Administrative Fee* not to exceed 8% of the total subconsultant professional fee, not including reimbursements.

- 2.6.6** Upon completion of a Master Agreement's Initial Term and approval of the one-year extension, the Prime Consultant may request a Cost-of-Living Adjustment (COLA) that may increase the listed allowable contract hourly fees. The Department may, at its sole discretion, approve the COLA based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Area for the 36-month period preceding the completion of the Master Agreement's Initial Term. However, any COLA increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Approval shall be given by the Department's Director or designee.

2.7 Indemnification and Insurance

Vendor will be required to comply with the Indemnification provisions contained in Appendix A (Sample Master Agreement), Paragraph 8.22, Indemnification. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the insurance provisions along with associated amounts specified in Appendix A (Sample Master Agreement), Paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

3.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Vendors that meet the Minimum Mandatory Requirements (MMR) are invited to submit a SOQ. MMRs must be met by the Prime Consultant.

Vendors applying for multiple service categories must submit a SOQ for each category in accordance with the submittal requirements outlined in Section 7.6 (SOQ Submission) of this RFSQ. The MMRs are stated below.

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

good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- 3.2** Vendors for Service Categories A – I, as stated in Section 2.1 (Scope of Work) of this RFSQ, must have at least three (3) years of experience in the last five (5) years providing equivalent or similar services to a governmental or quasi-governmental agency.
- 3.3** Vendors for Service Category J, Public Relations and Marketing Services, must have six (6) years of experience providing equivalent or similar services to a governmental or quasi-governmental agency similarly sized. This requirement refers to the Vendor's organizational experience and does not include the combined individual experience of its staff. Vendor's experience must include, but not limited to:
- Plan, develop and execute internal communications and public media communications, which includes, but not limited to, drafting press releases, official statements, media advisories, talking points for Department executives, research and write scripts for videos and podcasts.
 - Strategic planning, development of crisis communications plan, including messaging development with leadership, community outreach and media outreach plans.
 - Write press releases and statements and distribute releases.
 - Plan, develop, staff, and coordinate press conferences and notify media of newsworthy events, programs and initiatives.
 - Post press conference and after events, track all media coverage and create press clipping reports of broadcast, print and online stories.
 - Update media contact directory.
- 3.4** Vendor must have the appropriate professional regulatory agency license in good standing (valid) with the respective licensing agency. Each Vendor must complete the information as indicated on the Valid Licenses Form (Appendix B, Required Forms, Exhibit 13, Valid Licenses) and provide copies of the appropriate licenses for the Prime and Subconsultant firm(s).
- 3.5** Vendor must designate a Primary Contact. The Primary Contact is a management level professional assigned to be the primary point of contact for work performed under the Master Agreement. A Primary Contact is typically a partner, principal, executive or senior project manager. The designated Primary Contact must have a minimum of 10 years of cumulative experience performing or supervising professional consultant services in the Service Categories stated in Section 2.1 (Scope of Work). Vendor must provide proof of Primary Contact's experience by supplying a resume or similar document.
- 3.6** Vendor must provide proof of relevant work experience for each specified Service Category on Exhibit 14, Work Sample Form of Appendix B (Required Forms). For

each Service Category, the Vendor shall submit between **three (3) and ten (10)** representative public works, public park, or public realm projects or work assignments completed within the past five (5) years, including at least one (1) completed within the past three (3) years. Each submission must include:

- A detailed description of the project or work assignment, including the general scope, the consultant's specific role and scope of services, contractual value in dollars, and the dates of service.
- Deliverable work product samples that clearly demonstrate the nature and quality of the services provided. These samples may be partial or edited for brevity, provided they sufficiently represent the work.
- Client references for each project.

The Vendor must clearly specify whether the work experience reflects that of the Prime Consultant or a listed Subconsultant. Across all Service Categories, the total number of submitted work samples must not exceed **ten (10) projects**. All work samples must be provided on the Work Sample Form. No hyperlinks or samples over ten (10) will be accepted.

- 3.7** The Vendor must have a business office located within the County of Los Angeles. The address to the business office must be included in Exhibit 1, Organization Questionnaire/Affidavit of Appendix B (Required Forms). For the purpose of this proposal, "business office located within the County of Los Angeles" shall be defined as a commercial (not home-based) office operated within the confines of the Los Angeles County within the last two complete calendar years. The Vendor must be able to provide the requested services with staff based out of its local office. No travel, relocation, mileage, or make-ups on expenses will be reimbursed under this Master Agreement.

3.8 New Firm Eligibility

Vendors may submit SOQs in the event that they have not been in business for the minimum number of years required in the paragraphs above. Vendors may qualify if the Vendor's principals, partners, or officers personally meet the minimum qualifications from previous organizations. Vendors must explicitly state that they are seeking to qualify under this provision when completing Section A of their SOQ, Vendor's Qualifications.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Master Agreement Execution

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

4.2 County's Right to Amend Request for Statement of Qualifications

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.3 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. In addition, per section 2.0, the RFSQ process may be canceled or closed at any time, when the Department determines at its sole discretion that a cancellation is in the best interest of the County. The County will not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

4.4 Background and Security Investigations

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

5.0 NOTIFICATION TO VENDORS

5.1 Public Records Act

5.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential will not be deemed sufficient notice of exception. The Vendor must specifically label only those

provisions of their respective SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

5.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Maream Kbdzhyan
mkbdzhyan@parks.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

5.3 Mandatory Requirement to Register on County’s WebVen

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

5.4 Protest Process

5.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

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

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

5.4.3.1 Solicitation Requirements Review (Referenced in Section 9.1)

5.4.3.2 Disqualification Review (Referenced in Section 9.2)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse

or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2, Certification of Compliance of Appendix B (Required Forms).

5.6 Determination of Vendor Responsibility

- 5.6.1** A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.
- 5.6.2** Vendors are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any Master Agreements, 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 Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge will not be the basis of a determination that the Vendor is not responsible.
- 5.6.3** The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that the Vendor 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 Vendor'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.
- 5.6.4** If there is evidence that the Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.5** If the Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors.

The final decision concerning the responsibility of the Vendor will reside with the Board.

- 5.6.6** These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

5.7 Vendor Debarment

- 5.7.1** Vendor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor 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 Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 5.7.2** These terms will also apply to proposed subconsultants of Vendors on County contracts.

- 5.7.3** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Improper Considerations

5.8.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

5.8.2 Notification to County

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

5.8.3 Form of Improper Consideration

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

5.9 County Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Vendor is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN/START Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2, Certification of Compliance of Appendix B (Required Forms), along with their SOQ.

5.11 Jury Service Program

- 5.11.1** The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- 5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2, Certification of Compliance of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2, Certification of Compliance of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Pending Acquisitions/Mergers by Proposing Company

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

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

- 5.14.1** The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted

Tax Program”) [Los Angeles County Code, Chapter 2.206](#). Prospective Contractors should reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

5.14.2 Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2, Certification of Compliance in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

5.15 County’s Commitment to Zero Tolerance Policy on Human Trafficking

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

5.15.2 Vendors are required to complete Exhibit 2, Certification of Compliance in Appendix B (Required Forms), certifying that they are in full compliance with the County’s Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of Appendix A (Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

5.16 Integrated Pest Management (IPM) Program Compliance

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

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

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

- 5.17.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.17.4** Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.18 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 5.18.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#).
- 5.18.2** Contractors are required to complete Exhibit 2, Certification of Compliance in Appendix B (Required Forms), certifying that they are in full compliance with [Section 12952](#), as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

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

5.20 Community Business Enterprise (CBE) Participation

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

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

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Vendor's ability to provide the best service and value to the County.

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

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

5.21 Contribution and Agent Declaration

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

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

5.22 Intentionally Omitted

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1** The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Section 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs's (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1** In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2** To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 6.2.3** Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

6.3 Social Enterprise (SE) Preference Program

- 6.3.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.3.2** To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.3.3** Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.

6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.4.1** In reviewing Work Order Bids, the County will give 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](#).
- 6.4.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.4.3** Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference

Program Consideration with each Work Order Bid response and submit their DVBE certification approval letter from the DCBA with their bid.

6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

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

7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

This Section contains key project activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

7.1 Truth and Accuracy of Representations

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

7.2 Vendors' Questions

7.2.1 Vendors may submit written questions regarding this RFSQ via e-mail to Ms. Maream Kbdzhyan at mkbdzhyan@parks.lacounty.gov. All questions must be received by the date and time specified in Section 1.0 (Solicitation Information Timeline). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

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

7.3 Intentionally Omitted

7.4 Preparation and Format of the SOQ

SOQ must be submitted via electronic upload to the Department's SharePoint folder by the date and time listed in Section 1.0 (Solicitation Information Timeline) and as identified in Section 7.6 (SOQ Submission).

All SOQs must be submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Cover Page/Transmittal Letter
- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Valid Licenses (Section D)

7.4.1 Cover Page/Transmittal Letter

The transmittal letter must be a maximum of one (1) page, transmitting the SOQ on the Vendor's stationery. The transmittal letter should identify the document as an SOQ stating the exact name of the RFSQ and Service Category, and include the Vendor's name, address, telephone number, and email address of the person or persons listed as the Primary Contact and who will be authorized to represent the Vendor. The transmittal letter must bear the signature of the person authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. The letter must contain a statement that the Vendor will bear sole and complete responsibility for all work.

7.4.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

7.4.3 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services detailed in Appendix B (Required Forms) Exhibit 12, Services Team Structure.

The following sections must be included:

7.4.3.1 Executive Summary

Condense and highlight the contents of the SOQ to provide the Department with a broad understanding of the Vendor's qualifications, experience, and staffing.

7.4.3.2 Vendor's Background and Experience (Section A.1)

The Vendor must complete, sign and date Exhibit 1, Organization Questionnaire/Affidavit as set forth in Appendix B (Required Forms). **The person signing the form must be**

authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement. Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum mandatory requirements stated in Section 3.0 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Vendor's organization, Vendor must determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

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

7.4.3.3 Vendor's Primary Contact (Section A.1.1)

Vendor shall provide documents, such as resumes, demonstrating the Vendor's Primary Contact has the requisite minimum 10 years of experience, per Section 3.0, Minimum Mandatory Requirements.

7.4.3.4 Vendor's List of References (Section A.2)

The Vendor must complete and include Appendix B (Required Forms), Exhibit 7, List of Public Entities, and Exhibit 8, List of References. It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on Exhibits 7 and 8. At least three (3) of the Vendor's references on each form must be responsive and validate that the Vendor meets the MMRs identified in Section 3.0.

County may disqualify a Vendor if:

- 1) References fail to substantiate Vendor's description of the services provided; or
- 2) References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) The Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours.

a. Prospective Contractor List of Public Entities - Exhibit 7

Listing must include all Public Entities contracts for the last three (3) years where the same or similar scope of services was provided. A photocopy of this form should be used if additional pages are necessary.

b. Prospective Contractor List of References - Exhibit 8

Vendor must provide a minimum of three (3) references where the same or similar scope of services was provided. References must be able to speak to the description of services provided by the Vendor in detail. Vendor may list County Departments, including County Parks, as a reference, if the Vendor has completed the same or similar scope of services with the last five (5) years. Unresponsive references may harm Vendor's competitiveness.

7.4.3.5 Vendor's Debarment History and List of Terminated Contracts (Section A.3)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include

contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts) and must be provided as part of their SOQ.

7.4.3.6 Vendor's Pending Litigation and Judgments (Section A.4)

The County will conduct a review of Vendor's pending litigation and judgments. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

7.4.3.7 Vendor's Proof of Work Experience (Section A.5)

Vendor must provide proof of work experience as previously discussed in Section 3.6, Minimum Mandatory Requirements, hereinabove. Vendor must include work experience within the past five (5) years, including at least one (1) completed within the past three (3) years, on Appendix B (Required Forms), Exhibit 14, Work Sample Form. For each Service Category, the Vendor shall submit between three (3) and ten (10) representative public works, public park, or public realm projects or work assignments. The Department reserves the right to reject work submitted as proof of experience if the client reference cannot be confirmed or the work is deemed, in the sole opinion of the Department, inapplicable to the subject service. In the case of rejected work, the Vendor will have ten (10) calendar days to remedy, after which the Vendor will be disqualified.

Vendor must place all completed Exhibit 14, Work Sample Forms in Section B, Required Forms, only.

7.4.3.8 Vendor's Financial Capability (Section A.6)

Vendor must provide copies of the company's most current and prior two (2) fiscal years (for example 2022, 2023 and 2024) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

7.4.4 Required Forms (Section B)

Section B must be titled “Required Forms” and must include the following forms, except where noted, and signed/dated where applicable (All completed forms must be included in Appendix B, Required Forms only).

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Request for Preference Consideration
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information
- Exhibit 6 Minimum Mandatory Requirements
- Exhibit 7 List of Public Entities
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form
- Exhibit 10 Consultant Fee Schedule
- Exhibit 11 Intentionally Omitted
- Exhibit 12 Services Team Structure
- Exhibit 12.1 Subconsultant Acknowledgement Form
- Exhibit 13 Valid Licenses
- Exhibit 14 Work Sample Form
- Exhibit 15 Business Size Enterprise Category Form
- Exhibit 16 Subconsultant Documents and Forms Checklist
- Exhibit 17 Declaration

7.4.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Master Agreement), Paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ. Insurance certificate must be provided prior to Master Agreement execution.

7.4.6 Proof of Valid Licenses (Section D)

Vendor must furnish a copy of all applicable licenses.

7.5 Last Page of SOQ

Last page of the SOQ must list the names of all joint ventures, partners, subcontractors or others having any right or interest in the Master Agreement or the proceeds thereof. The page shall include the signature of the person authorized to bind the Vendor in a contract, as follows:

Respectfully submitted,

(Firm or Corporate Name of Prime Consultant)

By _____

Title _____

Date _____

Address _____

City _____

Telephone _____

Email _____

7.6 SOQ Submission

SOQs must be submitted as follows:

Electronic Submission

SOQ must be submitted by the date and time listed in Section 1.0 (Solicitation Information Timeline), via electronic submission to the Department's SharePoint folder using the naming convention as follows:

As Needed Consultant Services - Name of Firm - Name of Category

For instructions on how to upload your firm's SOQ, refer to Appendix E (SharePoint Online Submission Instructions). The Vendor will be required to register their firm with the Department to receive access to upload their SOQ file. The deadline to submit your firm's registration is Friday, August 15, 2025.

Please note that Vendors will not be able to edit, delete, or in any other way manipulate any submission after it has been uploaded. It is the sole responsibility of the submitting Vendor to ensure that its SOQ is uploaded and received before the submission deadline. Submitting vendors must bear all risks associated with delays in delivery. SOQs will not be considered received in full unless the full digital version has all been uploaded and received by the Department.

SOQs that are not received by the deadline identified in Section 1.0 (Solicitation Information Timeline) will not be included in the initial round of evaluations. Per Section 2.4.2 of this RFSQ, all SOQs received after the initial round of evaluations has closed will be evaluated on an intermittent basis until the Department's needs are met. Per Section 2.1.1, Purpose, the Department may, at its sole discretion, opt to close the solicitation at any time.

All SOQs will be firm offers and may not be withdrawn for a period of 14 days following the last day to submit SOQs.

7.7 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A (Sample Master Agreement).

7.8 SOQ Withdrawals/Resubmissions

The Vendor may withdraw its SOQ at any time prior to the date and time identified in Section 1.0 (Solicitation Information Timeline). Until the SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another SOQ(s) with the mistakes corrected. Corrections will not be accepted once the deadline for initial submission of SOQs has passed. SOQs that have been withdrawn for correction and submitted after the initial deadline may be considered for evaluation during subsequent rounds of evaluations. Requests for withdrawals to correct SOQs may be made to Ms. Maream Kbdzhyan at mkbdzhyan@parks.lacounty.gov.

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.7 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

8.7.1 Adherence to Minimum Mandatory Requirements

County will review Appendix B (Required Forms), Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 4 (Debarment History and List of Terminated Contracts), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References), to determine if the Vendor meets the minimum mandatory requirements as outlined in Section 3.0 of this RFSQ.

Failure of the Vendor to comply with the minimum mandatory requirements may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present. SOQ's that are rejected for not complying with minimum mandatory requirements may be

resubmitted after the initial due date specified in Section 1.0, provided the submission category has not been closed by the Department.

8.7.2 Vendor's Qualifications (Section A)

County's review will include the following:

8.7.2.1 Vendor's Background and Experience as provided in Section A.1 of the SOQ.

8.7.2.2 Vendor's references as provided in Section A. 2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

8.7.2.3 A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.4.

8.7.3 Required Forms (Section B)

All forms listed in Section 7.4.4 (Required Forms) must be included in Section B of the SOQ.

8.7.4 Proof of Insurability (Section C)

Review the proof of insurability provided in Section C of the SOQ.

8.7.5 Proof of Valid Licenses (Section D)

Review the proof of valid licenses provided in Section D of the SOQ.

8.8 Selection/Qualification Process

The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate, and select the successful SOQs. The review process will begin with receipt of the SOQs on Thursday, August 28, 2025. Evaluation of the SOQs will be made by an Evaluation Committee selected by the Department. The Committee will evaluate all SOQs and will use the evaluation approach described herein to select prospective Consultants. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation, as-needed. If more than six (6) proposals are received in any given service category, the Department will select the top six (6) scoring SOQs for recommendation for award of a Master Agreement; however, the Department may choose to increase or decrease the number of awarded Master Agreements based on the Department's needs, per Section 2.1.1 of this RFSQ.

8.8.1 The evaluation will be conducted in two distinct phases:

- Phase One:

A pass/fail phase wherein the Department will select Vendors that meet the minimum mandatory requirements as specified in Section 3.0 and that have provided all the Required Forms in Appendix B.

All Vendors must provide required services as described in Appendix B (Required Forms), Exhibit 12, Services Team Structure.

- Phase Two:

Each SOQ will be evaluated and scored based on Appendix B (Required Forms), Exhibit 7, List of Public Entities, Exhibit 8, List of References, and Exhibit 12, Services Team Structure:

Exhibit 7: Public Entities Reference Survey (300 maximum points possible)

Exhibit 8: Reference Survey (300 maximum points possible)

Exhibit 12: Services Team Structure will be scored by the number of Optional Services provided by each Vendor's team as indicated on Appendix B (Required Forms), Exhibit 12, Services Team Structure. A Vendor will score two points for each Optional Services selected and supported by a work sample. The maximum possible score for each category of As-Needed Consultant Services is listed on Exhibit 12, Services Team Structure.

Vendors in the initial evaluation round will be ranked in accordance with their evaluation score with Vendors scoring higher placed higher on the rotation list.

8.8.2 Qualified proposals accepted after the initial evaluation has been completed will be placed in rotation in accordance with the order in which they are received.

8.8.3 To ensure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

8.9 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

9.0 PROTEST PROCESS OVERVIEW

9.7 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- 9.7.1** The request for a SRR is made within the time frame identified in the solicitation document;
- 9.7.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- 9.7.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.7.4** The request asserts that either:
 - 9.7.4.1** Application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - 9.7.4.2** Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

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

9.8 Disqualification Review

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

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

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

- 9.8.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.8.2** The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was

erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

APPENDICES

Appendix

- A Sample Master Agreement
- B Required Forms
- C Solicitation Requirements Review (SRR) Request
- D Intentionally Omitted
- E MS SharePoint Online Submission Instructions

APPENDIX A
SAMPLE MASTER AGREEMENT

APPENDIX A



SAMPLE MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

CONTRACTOR

FOR

AS-NEEDED CONSULTANT SERVICES

SAMPLE MASTER AGREEMENT PROVISIONS

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STANDARD EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Sample Work Order Formats
 - D1 Time and Materials Basis
 - D2 Fixed Price per Deliverable Basis

Forms Required for Each Work Order Before Work Begins

- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement

OR

- E4 Contractor Employee Acknowledgement and Confidentiality Agreement
- E5 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

UNIQUE EXHIBITS

- F Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed/Designed by Contractor
- G Intentionally Omitted
- H Subsequent Executed Work Orders
- I Charitable Contributions Certification
- J Intentionally Omitted
- K List of Approved Subconsultants
- L Consultant Fee Schedule
- M Contract Discrepancy Report
- N Performance Requirements Summary

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AND
CONTRACTOR
FOR
AS-NEEDED CONSULTANT SERVICES**

This Master Agreement and Exhibits made and entered into on this ____ day of _____, 2026, by and between the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as “County” and Contractor, hereinafter referred to as “Contractor”, to provide As-Needed Consultant Services for specified categories.

RECITALS

WHEREAS, the County may contract with private businesses for As-Needed Consultant Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Consultant Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Parks and Recreation or designee to execute and administer this Master Agreement with Contractor for As-Needed Consultant Services; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through N are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Work Order Formats
- Exhibit E Forms Required For Each Work Order Before Work Begins

Unique Exhibits:

- Exhibit F Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed-Designed by Contractor
- Exhibit G Intentionally Omitted

Work Orders Executed Under this Master Agreement:

- Exhibit H Subsequent Executed Work Orders
- Exhibit I Charitable Contributions Certification
- Exhibit J Intentionally Omitted
- Exhibit K List of Approved Subconsultants
- Exhibit L Consultant Fee Schedule
- Exhibit M Contract Discrepancy Report
- Exhibit N Performance Requirements Summary

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Active Contractor or Active Consultant:** Identifies a Qualified Contractor or Qualified Consultant who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor or Active Consultant and Contractor or Consultant may be used interchangeably throughout this Master Agreement.
- 2.1.2 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.3 Contract Discrepancy Report (CDR):** A report prepared by the County's Program Manager to inform the Contractor of the faulty service.
- 2.1.4 Contractor's Project Manager:** Individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.5 County's Contract Analyst:** Person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.7 County's Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.1.8 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.9 County's Project Monitor:** Person who monitors the Master Agreement and provides reports to the County's Project Director.
- 2.1.10 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.1.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.12 Department or "DPR":** The County of Los Angeles Department of Parks and Recreation, which is entering into this Master Agreement on behalf of the County of Los Angeles.

- 2.1.13 Director:** The Director of t Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Master Agreement, or their authorized representative(s), or designee.
- 2.1.14 Discipline Category:** One of eight (8) categories of As-Needed Consultant Services which include: Architecture Services, Civil Engineering Services, Community Engagement Services, Construction-Cost Management Services, Environmental Services, Landscape Architecture Services, Planning Services, Real Estate Services, Graphic Communications Services, and Public Relations and Marketing Services.
- 2.1.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 Listed Subcontractor or Listed Subconsultant:** A contractor or consultant subordinate to the Contractor included in the Prime Contractor's SOQ and which the Qualified Prime Contractor has verified meets the minimum requirements to provide services under this Master Agreement. As used herein, the terms Listed Subcontractor or Listed Subconsultant may be used interchangeably throughout this Master Agreement.
- 2.1.17 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.18 Performance Requirements Summary (PRS):** The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 2.1.19 Qualified Prime Contractor or Qualified Prime Consultant:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Master Agreement with the Department. As used herein, the terms Qualified Prime Contractor or Qualified Prime Consultant may be used interchangeably throughout this Master Agreement.
- 2.1.20 Quality Assurance Plan:** The plan developed by Parks and Recreation, specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 2.1.21 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service meets Contract

requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

- 2.1.22 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.23 Services Team Structure:** A list of required services and additional optional services which the Qualified Prime Contractor submits as part of their Statement of Qualification and that denotes whether the listed services will be provided by the Qualified Prime Contractor or a Subcontractor.
- 2.1.24 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.25 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.26 Subcontractor:** An agreement by the Contractor to employ a listed subcontractor or unlisted subcontractor to provide services to fulfill this Master Agreement.
- 2.1.27 Unlisted Subcontractor or Unlisted Subconsultant:** A contractor subordinate to the Qualified Prime Contractor not included in the Prime Contractor's proposal at time of submission. As used herein, the terms Unlisted Subcontractor or Unlisted Subconsultant may be used interchangeably throughout this Master Agreement.
- 2.1.28 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. The County may, in the sole discretion of the County, issue Work Orders on rotation, competitive bid, or other methods to select the most qualified contractor for a project. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein and as set forth in each Work Order and its related Statement of Work for which the Prime Consultant is contracted.
- 3.2** Work Orders will generally conform to either Exhibit D1 or D2, depending on whether the particular Work Order is to be performed on a time and materials basis (Exhibit D1) or on a fixed price per deliverable basis (Exhibit D2) as determined by County. Each Work Order will include an attached Statement of Work, which will

describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.4:

3.4.1 DPR determines a need for services that can be addressed by a Master Agreement. County Project Director develops and issues the Work Order Request that includes a Statement of Work, a Project Schedule, and other information related to the specific Work Order.

3.4.2 DPR determines the Discipline Category based on the services required. Within that Discipline Category, DPR selects the next eligible Qualified Prime Consultant on a rotational basis.

3.4.3 Alternatively, DPR reserves the right to match potential projects and needs to firms based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in DPR's sole discretion, on a case-by-case basis.

3.4.4 County Project Director issues the Work Order Request to the selected Qualified Prime Consultant. At DPR's discretion, the County Project Director may choose to issue the Work Order Request to more than one Qualified Prime Consultant with proper notification to all included Qualified Prime Consultants.

3.4.5 The Qualified Prime Consultant(s) submits a Work Order Fee Proposal consistent with the terms and conditions of the Work Order Request and the Master Agreement no later than 14 calendar days from the Work Order Request date. The Work Order Fee Proposal must include the proposed services, whether the services will be provided within the organization or by a Listed or Unlisted Subcontractor, and a fee itemization based on hourly charges.

3.4.6 In the event a selected Qualified Prime Consultant defaults three times under Paragraph 3.4 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

3.4.7 The County Project Director will review the submitted Work Order Fee Proposal(s) to determine if it is responsive to the intent of the

Work Order Request. The County Project Director may ask the Qualified Prime Consultant(s) to clarify, revise, or amend the Work Order Fee Proposal. If the Qualified Prime Consultant(s) does not clarify, revise, or amend the Work Order Fee Proposal in a timely manner, the Fee Proposal will be deemed nonresponsive and eliminated from further consideration.

- 3.4.8** DPR will issue a Work Order Notice to Proceed (NTP) to the Qualified Prime Consultant that indicates the accepted fee, start date, and other terms specific to the Work Order. If DPR issued the Work Order Request to more than one Qualified Prime Consultant, DPR will select the Qualified Prime Consultant determined to have the lowest responsive Fee Proposal.
- 3.4.9** The Work Order NTP may be phased to include part or all the proposed services.
- 3.4.10** DPR may choose at any time for any reason to terminate the Work Order Request process or work related to an accepted Fee Proposal that has not yet been ordered by a Work Order NTP. DPR will only issue payment for work ordered by a formal, written NTP.
- 3.4.11** Payment for all work will be on a predetermined time and materials basis or on a fixed-price-for-deliverable basis. The Qualified Prime Consultant must issue invoices based on a predetermined milestone schedule.

3.5 Unscheduled Work

- 3.5.1** The County's Project Manager or their designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 3.5.2** Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County's Project Director, or their designee, must approve the excess cost. In any case, no unscheduled work will commence without written authorization.
- 3.5.3** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact County's Project Director for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval.

Contractor must submit an invoice to County's Project Director within five (5) working days after completion of the work.

3.5.4 All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.

3.5.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

4.0 TERM OF MASTER AGREEMENT

4.1 The term of this Master Agreement will be three (3) years commencing after execution by Director, or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on _____ unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and month to month extensions for up to six (6) months, for a maximum total Master Agreement term of five (5) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the Director, or their designee as authorized by the Board.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

4.4 If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the Agreement expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually

expended by County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

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

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor will 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 or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order either: (1) monthly, if performed on a Time and Materials basis (Exhibit D1) or (2) by deliverable, if performed on a fixed price per deliverable basis (Exhibit D2).
- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 The Department agrees to pay a *Listed Subconsultant Administrative Fee* not to exceed 4% of the total subconsultant professional fee, not including reimbursements, for subconsultants included in the Prime Consultant’s List of Approved Subconsultants (Exhibit K).

- 5.4.5 At the request of the Department, the Prime Consultant may hire subconsultants that are not included in the Prime Consultant's List of Approved Subconsultants (Exhibit K). In these cases, the Department agrees to pay an *Unlisted Subconsultant Administrative Fee* not to exceed 8% of the total subconsultant professional fee, not including reimbursements.
- 5.4.6 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.7 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.
- 5.4.8 **Invoice Content**
- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Time and Materials Work Order:

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.9 Preference Program Enterprises – Prompt Payment Program

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

5.5 **Cost of Living Adjustment**

Upon completion of a Master Agreement's Initial Term, Contractor may request a Cost-of-Living Adjustment (COLA) that may increase the listed allowable contract hourly fees. The Department may, at its sole discretion, approve the COLA based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Area for the 36-month period preceding the completion of the Master Agreement's Initial Term. However, any COLA increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Approval must be given by the Director or their designee.

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

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.4 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.4.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

6.5 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project

Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.6 County's Contract Analyst

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master

Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation. 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or their designee.
- 8.1.2 The Director, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or their designee.
- 8.1.3 Addition of Skilled Categories/Technical Specializations
An Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Director or their designee to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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 the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within seven (7) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within seven (7) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within seven (7) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within seven (7) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to

provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

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

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).
- 8.7.2 Written Employee Jury Service Policy
 - Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of

regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement 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 Master Agreements 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 the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the 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 Program.
- Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion,

terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with

job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

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

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

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

The Director will be responsible for the enforcement of this Master Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as needed to serve as Project Manager and Project Monitor(s) in order to inspect and review Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Master Agreement, and (b) require Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review Contractor's performance under this Master Agreement.

8.14.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days.

8.15 Damage to County Facilities, Buildings or Grounds

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

8.15.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on

behalf of the Contractor.

- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

- 8.22.1 To the fullest extent permitted by California Civil Code section 2782.8, for all design professional services, the Contractor must immediately indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation must be reduced in proportion to the established comparative liability.
- 8.22.2 For all other services that do not constitute design professional services under Civil Code section 2782.8, the Contractor must immediately indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master

Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. 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 Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

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

County of Los Angeles
Department of Parks and Recreation
Contracts and Procurement Services Division
1000 S. Fremont Ave., Unit #40, A-9 West Building
Alhambra, CA 91803

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 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 Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master

Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 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.

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 **Unique Insurance Coverage**

Contractor must provide proof of insurability that meets the insurance requirements set forth in this Paragraph 8.24.4. If the Contractor does not currently have the required coverage, a letter from a qualified insurance carriers indicating willingness to provide the required coverage should the Contractor be selected to receive a Work Order may be submitted with the Master Agreement.

- Professional Liability/Errors and Omissions

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

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or their designee, deems are correctable by the Contractor over a certain time span, the Director or their designee, will provide a written notice to the Contractor to correct

the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

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

- 8.27.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal

Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain

itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

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

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

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master

Agreement upon which the County may terminate or suspend this Master Agreement.

- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to the County's Work Order Director as indicated on Exhibit A (County's Administration) before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event

of the occurrence of any of the following:

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

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the

County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any 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 the Contractor for the purpose of securing business.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at

the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation

of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

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

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

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

8.60 Quality Control

The Contractor must establish and utilize a comprehensive Quality Control Plan QCP to ensure the County receives a consistently high level of service throughout the term of the Master Agreement. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 8.60.1 Method of monitoring to ensure that Master Agreement requirements are being met.
- 8.60.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

8.61 Green Initiatives

- 8.61.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.61.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to Master Agreement commencement.

8.62 Performance Requirements Summary

- 8.62.1 A Performance Requirements Summary (PRS) Chart, Exhibit N, listing required services and deliverables that will be monitored by the County during the term of this Master Agreement is an important monitoring tool for the County.

- 8.62.2 All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 8.62.3 When the Contractor's performance does not conform to the terms of this Master Agreement, the County will have the option to apply the following remedies:
- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
 - Reduce, suspend, or cancel this Master Agreement for systematic, deliberate misrepresentations or substandard levels of performance.
 - Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order

to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of

any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

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

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

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

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

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

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and

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

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

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Intentionally Omitted

10.0 Survival

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.3	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)

Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	(Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
Paragraph 9.3	(Ownership of Materials, Software and Copyright)
Paragraph 9.4	(Patent, Copyright and Trade Secret Indemnification)
Paragraph 10.0	(Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED CONSULTANT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of Parks and Recreation or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2026.

COUNTY OF LOS ANGELES
Department of Parks and Recreation

By _____
Norma E. García-González, Director

CONTRACTOR

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

APPENDIX A

SAMPLE MASTER AGREEMENT EXHIBITS

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE WORK ORDER FORMATS
- D1 TIME AND MATERIALS BASIS
- D2 FIXED PRICE PER DELIVERABLE BASIS

CERTIFICATIONS

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

UNIQUE EXHIBITS

FORMS REQUIRED AT COMPLETION OF EACH WORK ORDER INVOLVING
INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

- F1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- F2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- F3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT
- G INTENTIONALLY OMITTED

WORK ORDERS EXECUTED UNDER THIS MASTER AGREEMENT

- H SUBSEQUENT EXECUTED WORK ORDERS
- I CHARITABLE CONTRIBUTIONS CERTIFICATION
- J INTENTIONALLY OMITTED
- K LIST OF APPROVED SUBCONSULTANTS
- L CONSULTANT FEE SCHEDULE
- M CONTRACT DISCREPENCY REPORT (CDR)
- N PERFORMANCE REQUIREMENTS SUMMARY (PRS)

FORMS WILL BE PROVIDED AT THE TIME OF MASTER AGREEMENT EXECUTION

APPENDIX B

REQUIRED FORMS

APPENDIX B

REQUIRED FORMS

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REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): State of Incorporation: Year of Incorporation: If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: If other: Specify business structure name:
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: Country of Registration: Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____

Primary Contact (Type)

Signature

Date

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Vendor certifies compliance with all programs, policies, and ordinances specified below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? ☐ Yes ☐ No
5	Intentionally Omitted		
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/START participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of “contractor,” as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

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

☐ **PREFERENCE NOT REQUESTED**

OR

☐ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

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

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Vendor is currently debarred by a public entity		☐	☐
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)		YES	NO
Vendor has contracts that have been terminated in the past three (3) years.		☐	☐

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Insert Excel Form Here

REQUIRED FORMS – EXHIBIT 6
MINIMUM MANDATORY REQUIREMENTS

Vendor acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 3.0 (Minimum Mandatory Requirements), of this Request for Statement of Qualifications (RFSQ).

No.	Minimum Mandatory Requirement(s) (MMR)	Complies with MMR	
		Yes	No
1	Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐
2	Vendors for Service Categories A – I, as stated in Section 2.1 (Scope of Work) of this RFSQ, must have at least three (3) years of experience in the last five (5) years providing equivalent or similar services to a governmental or quasi-governmental agency.	☐	☐
3	Vendors for Service Category J, Public Relations and Marketing Services, must have six (6) years of experience providing equivalent or similar services to a governmental or quasi-governmental agency similarly sized. This requirement refers to the Vendor's organizational experience and does not include the combined individual experience of its staff. Vendors experience must include, but not limited to: • Plan, develop and execute internal communications and public media communications, which includes, but not limited to, drafting press releases, official statements, media advisories, talking points for Department executives, research and write scripts for videos and podcasts. • Strategic Planning, development of crisis communications plan, including messaging development with leadership, community outreach and media outreach plans. • Write press releases and statements and distribute releases. • Plan, develop, staff, and coordinate press conferences and notify media of newsworthy events, programs and initiatives. • Post press conference and after events, track all media coverage and create press clipping reports of broadcast, print and online stories. • Update media contact directory.	☐	☐

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

4	Vendor must have the appropriate professional regulator agency license in good standing with the respective licensing agency.	☐	☐
5	Vendor must designate a Primary Contact who is a management level professional assigned to be the primary point of contact for work performed under the Master Agreement. Primary Contact must have a minimum of 10 years of cumulative experience performing or supervising professional consultant services in Service Categories stated in Section 2.1 (Scope of Work). Vendor must provide proof of Primary Contact's experience by supplying a resume or similar document.	☐	☐
6	Vendor must provide proof of relevant work experience for each specified Service Category on Exhibit 14, Work Sample Form (Required Forms), which shall include detailed descriptions, deliverable work product samples, and client references. The Vendor must submit between three (3) and ten (10) representative public works, public park, or public realm projects or work assignments completed within the past five (5) years, including at least one (1) completed in the past three (3) years.	☐	☐
7	Vendor must have a business office located within the County of Los Angeles as listed on Exhibit 1, Organization Questionnaire/Affidavit of Appendix B (Required Forms).	☐	☐

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Vendor's Name:

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Vendor's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES	
AGENCY/DEPT: _____	AGENCY/DEPT: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____
CONTRACT NAME OR NO: _____	CONTRACT NAME OR NO: _____
AGENCY/DEPT: _____	AGENCY/DEPT: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____
CONTRACT NAME OR NO: _____	CONTRACT NAME OR NO: _____
AGENCY/DEPT: _____	AGENCY/DEPT: _____
SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____
CONTRACT NAME OR NO: _____	CONTRACT NAME OR NO: _____

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Vendor's Name:

Vendor's List of References will be used for review and for evaluation purposes and to validate Vendor meets the Minimum Mandatory Requirements stated in Section 3.0 of the RFSQ. Vendor must provide at least three (3) references for completed projects where the same or similar scope of services was provided.

Vendor may also provide three (3) alternate references in the event that a reference is non-responsive. It is the Vendor's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
CONTRACT NAME OR NO:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
CONTRACT NAME OR NO:	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
CONTRACT NAME OR NO:	

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
CONTRACT NAME OR NO:	
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
CONTRACT NAME OR NO:	
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
CONTRACT NAME OR NO:	

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/vendors, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, vendor or applicant, any paid agent of the bidder, vendor, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

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

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

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

This material is intended for use by bidders/vendors, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):
 - b) Subsidiaries:
 - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 10
CONSULTANT FEE SCHEDULE

By submission of this SOQ, Vendor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.

REQUIRED FORMS – EXHIBIT 11
INTENTIONALLY OMITTED

REQUIRED FORMS - EXHIBIT 12

SERVICES TEAM STRUCTURE

Each of the service categories include a list of required services as well as optional services.

Vendors must indicate which services will be performed by the Prime consultant and which by subconsultants by noting “P” for Prime consultant and “S” for subconsultant on the “___” line immediately preceding the service.

- **Required Services:** All **required** services **must** be annotated with either a “P” or “S”; no blank spaces will be accepted and may disqualify the SOQ.
- **Optional Services:** Any additional optional services Vendors choose to include should be similarly annotated “P” or “S. Vendor may select any amount of optional services, and each optional service selected must be verified by a work sample, Exhibit 14, Work Sample. By indicating that a subconsultant will be providing a service, the Vendor verifies that the subconsultant firm meets or exceeds the minimum qualifications of the category per Section 3.0, Minimum Mandatory Requirements of the RFSQ. Additionally, the Vendor must complete **Exhibit 12.1 - Subconsultant Acknowledgement Form** and have the form signed by a principal representative of each identified subconsultant to verify the subconsultant’s commitment to form part of the Vendor’s services team. Services identified to be completed by a subconsultant on Exhibit 12 – Services Team Structure but not verified by Exhibit 12.1 – Subconsultant Acknowledgment Form will not be counted. Optional Services will be scored by two points per selection.

If the Department receives more than the maximum six qualified Vendors in any given service category, the Vendor’s cumulative point total will be used to determine which Vendors will be offered a Master Agreement.

The Department reserves the right to request information, including past projects, references, and work product, to validate the Prime or subconsultant’s professional experience performing the indicated service. Vendor will not receive any evaluation points if, in the sole opinion of the Department, the Vendor’s validation information is insufficient in quality or quantity.

Vendors wishing to submit SOQs for different service categories, must complete the corresponding form for the category they have selected. Please complete all applicable Services Team Structure form(s) referenced below:

Planning Services.....	Exhibit 12(A)
Landscape Architecture Services	Exhibit 12(B)
Civil Engineering Services.....	Exhibit 12(C)
Environmental Services.....	Exhibit 12(D)
Architecture Services.....	Exhibit 12(E)
Construction - Cost Management Services	Exhibit 12(F)
Real Estate Services	Exhibit 12(G)
Community Engagement Services	Exhibit 12(H)
Graphic Communications Services.....	Exhibit 12(I)
Public Relations and Marketing Services	Exhibit 12(J)

REQUIRED FORMS - EXHIBIT 12(A)
SERVICES TEAM STRUCTURE
PLANNING SERVICES

Instructions: In addition to the pre-checked required services, the Vendor should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Vendors choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with "P" Indicate Sub with "S"
1	Community Engagement/Outreach	R	
2	Economic, Market, & Fiscal Studies	R	
3	Geographic Information System (GIS) and Mapping	R	
4	Graphic Design, Illustration, Publishing	R	
5	Planning - Environmental	R	
6	Planning - Land Use	R	
7	Planning - Parks & Open Space	R	
8	Planning - Trails	R	

Optional Services (2 pts each, Maximum 70 points)			
#	Service	Indicate Prime with "P" Indicate Sub with "S"	Page No. for Work Sample
1	ADA Analysis/Certified Access Specialist (CAsp)		
2	Air Quality & Greenhouse Gas Emissions Studies		
3	Aquatic Design & Consulting		
4	Archaeological, Paleontological, Historical & Cultural Resources Assessments & Studies		
5	Architecture - Design		
6	Audio/Visual Specialist		
7	Building/Facility Condition Assessment		
8	Business Process Modeling, LEAN Specialist		
9	Construction Deputy Inspection & Materials Testing		
10	Construction Support - Construction Management		
11	Cost Estimating & Value Engineering		

REQUIRED FORMS - EXHIBIT 12(A)
SERVICES TEAM STRUCTURE
PLANNING SERVICES

12	Engineering – Civil		
13	Engineering - Electrical		
14	Engineering - Geotechnical		
15	Engineering - Low Voltage & Telecom		
16	Engineering - MEP (Mech/Electrical/Plumbing)		
17	Engineering - Structural		
18	Environmental - Entitlements, CEQA, NEPA, Mitigation Compliance & Monitoring		
19	Environmental - Environmental Site Testing & Remediation		
20	Exhibit Design - Interpretive Exhibits		
21	Feasibility Studies		
22	Golf Course Design		
23	Grant Writing		
24	Interior Design & Space Planning		
25	Photography		
26	Planning - Transportation		
27	Real Estate - Appraisal		
28	Real Estate - Title Report		
29	Safety - Security Consulting		
30	Survey - ALTA, Boundary & Topographic Surveys		
31	Sustainability - Energy Modeling, LEED, SITES		
32	Video Production		
33	Visual Simulations/Renderings		
34	Water Quality Assessment, Biological Resources & Habitat Evaluation & Studies		
35	Website & Application Design		

REQUIRED FORMS - EXHIBIT 12(B)
SERVICES TEAM STRUCTURE
LANDSCAPE ARCHITECTURE SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with " P " Indicate Sub with " S "
1	Landscape Architectural Services and Design	R	
2	Irrigation Consultant	R	
3	Architectural Services and Design	R	
4	Construction Project Management	R	
5	Cost Estimating and Value Engineering	R	
6	Engineering – Civil	R	
7	Engineering - MEP (Mech/Electrical/Plumbing)	R	
8	Environmental - Entitlements, CEQA, NEPA, Mitigation Compliance & Monitoring	R	
9	Survey - ALTA, Boundary and Topographic Surveys	R	
10	Community Engagement/Outreach	R	

Optional Services (2 pts each, Maximum 66 points)			
#	Service	Indicate Prime with " P " Indicate Sub with " S "	Page No. for Work Sample
1	ADA Analysis/Certified Access Specialist (CAsp)		
2	Aquatic Design and Consulting		
3	Archaeological, Paleontological, Historical & Cultural Resources Assessments & Studies		
4	Architectural Models - Physical		
5	Audio/Visual Specialist		
6	BIM/CADD & Computer Renderings		
7	Biological Resources & Habitat Evaluation & Studies		
8	Building/Facility Condition Assessment		

REQUIRED FORMS - EXHIBIT 12(B)
SERVICES TEAM STRUCTURE
LANDSCAPE ARCHITECTURE SERVICES

9	Construction - Deputy Inspection & Materials Testing		
10	Construction - Project Management		
11	Engineering - Civil		
12	Engineering - Electrical		
13	Engineering - MEP (Mech/Electrical/Plumbing)		
14	Engineering - Structural		
15	Environmental - Environmental Site Testing & Remediation		
16	Exhibit Design - Interpretive Exhibits		
17	Geographic Information System (GIS) and Mapping		
18	Golf Course Design		
19	Grant Writing		
20	Graphic Design, Illustration, Publishing		
21	Interior Design & Space Planning		
22	Kitchen/Food Service Design		
23	Modular Building Specialists		
24	Museum & Exhibit Lighting		
25	Photography		
26	Planning - Trails		
27	Planning - Transportation		
28	Real Estate - Appraisal		
29	Real Estate - Title Report		
30	Safety - Security Consulting		
31	Sustainability - Energy Modeling/Studies, LEED, SITES, Energy Star		
32	Visual Simulations/Renderings		
33	Website & Application Design		

REQUIRED FORMS - EXHIBIT 12(C)
SERVICES TEAM STRUCTURE
CIVIL ENGINEERING SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with "P" Indicate Sub with "S"
1	Civil Engineering Services and Design	R	
2	Construction - Deputy Inspection and Materials Testing	R	
3	Architectural Services & Design	R	
4	Construction Project Management	R	
5	Cost Estimating and Value Engineering	R	
6	Engineering - Geotechnical	R	
7	Engineering - Structural	R	
8	Environmental - Entitlements, CEQA, NEPA, Mitigation Compliance & Monitoring	R	
9	Landscape Architectural Services and Design	R	
10	Survey - ALTA, Boundary and Topographic Survey	R	

Optional Services (2 pts each; Maximum 56 pts)			
#	Service	Indicate Prime with "P" Indicate Sub with "S"	Page No. for Work Sample
1	ADA Analysis/Certified Access Specialist (CASp)		
2	Aquatic Design & Consulting		
3	Archaeological, Paleontological, Historical & Cultural Resources Assessments & Studies		
4	Biological Resources & Habitat Evaluation & Studies		
5	Building/Facility Condition Assessment		
6	Community Engagement/Outreach		
7	Construction - Project Management		
8	Engineering - Environmental		
9	Engineering - Fire Protection, Alarm		

REQUIRED FORMS - EXHIBIT 12(C)
SERVICES TEAM STRUCTURE
CIVIL ENGINEERING SERVICES

10	Engineering - Geotechnical		
11	Engineering - Mechanical (HVAC & Plumbing)		
12	Engineering - Structural		
13	Environmental - Environmental Site Testing & Remediation		
14	Geographic Information System (GIS) and Mapping		
15	Graphic Design, Illustration, Publishing		
16	Interior Design & Space Planning		
17	Irrigation Consultant		
18	Kitchen/Food Service Design		
19	Modular Building Specialists		
20	Museum & Exhibit Lighting		
21	Photography - Building & Landscape		
22	Planning - Trails		
23	Planning - Transportation		
24	Real Estate - Appraisal		
25	Real Estate - Title Report		
26	Sustainability - Energy Modeling/Studies, LEED, SITES, Energy Star		
27	Visual Simulations/Renderings		
28	Website & Application Design		

REQUIRED FORMS - EXHIBIT 12(D)
SERVICES TEAM STRUCTURE
ENVIRONMENTAL SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with "P" Indicate Sub with "S"
1	Community Engagement/Outreach	R	
2	Air Quality & Greenhouse Gas Emissions Studies	R	
3	Archaeological, Paleontological, Historical & Cultural Resources Assessments & Studies	R	
4	Biological Resources & Habitat Evaluation & Studies	R	
5	Engineer - Acoustical/Noise/Vibration Control	R	
6	Environmental - Entitlements, CEQA, NEPA, Mitigation Compliance & Monitoring	R	
7	Environmental - Environmental Site Testing & Remediation	R	
8	Planning - Environmental	R	
9	Planning - Transportation	R	
10	Project Geographic Information System (GIS) and Mapping	R	
11	Sustainability - Energy Modeling, LEED, SITES	R	

Optional Services (2 pts each; Maximum 70 points)			
#	Service	Indicate Prime with "P" Indicate Sub with "S"	Page No. for Work Sample
1	ADA Analysis/Certified Access Specialist (CAsp)		
2	Aquatic Design & Consulting		
3	Architecture - Design		
4	Audio/Visual Specialist		
5	BIM/CADD & Computer Renderings		
6	Building/Facility Condition Assessment		
7	Business Process Modeling, LEAN Specialist		

REQUIRED FORMS - EXHIBIT 12(D)
SERVICES TEAM STRUCTURE
ENVIRONMENTAL SERVICES

8	Construction - Deputy Inspection & Materials Testing		
9	Construction Support - Construction Management		
10	Cost Estimating & Value Engineering		
11	Engineering – Civil		
12	Engineering - Electrical		
13	Engineering - Geotechnical		
14	Engineering - Low Voltage & Telecom		
15	Engineering - MEP (Mech/Electrical/Plumbing)		
16	Engineering - Structural		
17	Exhibit Design - Interpretive Exhibits		
18	Feasibility Studies		
19	Grant Writing		
20	Graphic Design, Illustration, Publishing		
21	Interior Design & Space Planning		
22	Kitchen/Food Service Design		
23	Modular Building Specialists		
24	Museum & Exhibit Lighting		
25	Photography		
26	Planning - Land Use		
27	Planning - Parks & Open Space		
28	Planning - Strategic		
29	Planning - Trails		
30	Real Estate - Appraisal		
31	Real Estate - Title Report		
32	Safety - Security Consulting		
33	Video Production		
34	Water Quality Assessment, Biological Resources & Habitat Evaluation & Studies		
35	Website & Application Design		

REQUIRED FORMS - EXHIBIT 12(E)
SERVICES TEAM STRUCTURE
ARCHITECTURE SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with "P" Indicate Sub with "S"
1	Architectural Services and Design	R	
2	Construction Project Management	R	
3	Cost Estimating and Value Engineering	R	
4	Engineering - Civil	R	
5	Engineering - Electrical	R	
6	Engineering - MEP (Mech/Electrical/Plumbing)	R	
7	Engineering - Structural	R	
8	Environmental - Entitlements, CEQA, NEPA, Mitigation Compliance & Monitoring	R	
9	Interior Design and Space Planning	R	
10	Landscape Architectural Services and Design	R	
11	Survey - ALTA, Boundary, Topographic Surveys	R	
12	Community Engagement/Outreach	R	

Optional Services (2 pts each, Maximum 70 points)			
#	Service	Indicate Prime with "P" Indicate Sub with "S"	Page No. for Work Sample
1	ADA Analysis/Certified Access Specialist (CASp)		
2	Aquatic Design & Consulting		
3	Archaeological, Paleontological, Historical & Cultural Resources Assessments & Studies		
4	Architectural Models - Physical		
5	Audio/Visual Specialist		
6	BIM/CADD & Computer Renderings		
7	Biological Resources & Habitat Evaluation & Studies		
8	Building/Facility Condition Assessment		

REQUIRED FORMS - EXHIBIT 12(E)
SERVICES TEAM STRUCTURE
ARCHITECTURE SERVICES

9	Construction - Deputy Inspection & Materials Testing		
10	Construction - Project Management		
11	Engineering - Acoustical/Noise/Vibration Control		
12	Engineering - Environmental		
13	Engineering - Fire Protection, Alarm		
14	Engineering - Geotechnical		
15	Engineering - Low Voltage & Telecom		
16	Environmental - Environmental Site Testing & Remediation		
17	Exhibit Design - Interpretive Exhibits		
18	Feasibility Studies		
19	Geographic Information System (GIS) and Mapping		
20	Golf Course Design		
21	Grant Writing		
22	Graphic Design, Illustration, Publishing		
23	Irrigation Consultant		
24	Kitchen/Food Service Design		
25	Modular Building Specialists		
26	Museum & Exhibit Lighting		
27	Photography		
28	Real Estate - Appraisal		
29	Real Estate - Title Report		
30	Safety - Playground Audit & Analysis		
31	Safety - Security Consulting		
32	Sign Design		
33	Sustainability - Energy Modeling, LEED, SITES		
34	Visual Simulations/Renderings		
35	Website & Application Design		

REQUIRED FORMS - EXHIBIT 12(F)
SERVICES TEAM STRUCTURE
CONSTRUCTION – COST MANAGEMENT SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with " P " Indicate Sub with " S "
1	Construction Project Management	R	
2	Cost Estimating and Value Engineering	R	
3	Construction - Forensic Analysis	R	
4	Construction - Permit Expediting	R	

Optional Services (2 pts each, Maximum 46 points)			
#	Service	Indicate Prime with " P " Indicate Sub with " S "	Page No. for Work Sample
1	ADA Analysis/Certified Access Specialist (CASp)		
2	Air Quality & Greenhouse Gas Emissions Studies		
3	Aquatic Design & Consulting		
4	Archaeological, Paleontological, Historical & Cultural Resources Assessments & Studies		
5	Architecture - Services & Design		
6	Building/Facility Condition Assessment		
7	Construction - Deputy Inspection & Materials Testing		
8	Engineering - Civil		
9	Engineering - Electrical		
10	Engineering - MEP (Mech/Electrical/Plumbing)		
11	Engineering - Structural		
12	Environmental - Environmental Site Testing & Remediation		
13	Engineering - Mechanical (HVAC & Plumbing)		
14	Engineering - Structural		

REQUIRED FORMS - EXHIBIT 12(F)
SERVICES TEAM STRUCTURE
CONSTRUCTION – COST MANAGEMENT SERVICES

15	Environmental - Environmental Site Testing & Remediation		
16	Geographic Information System (GIS) and Mapping		
17	Modular Building Specialists		
18	Real Estate - Appraisal		
19	Real Estate - Title Report		
20	Safety - Security Consulting		
21	Survey - ALTA, Boundary & Topographic Surveys		
22	Sustainability - Energy Modeling/Studies, LEED, SITES, Energy Star		
23	Website & Application Design		

REQUIRED FORMS - EXHIBIT 12(G)
SERVICES TEAM STRUCTURE
REAL ESTATE SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with "P" Indicate Sub with "S"
1	Real Estate – Appraisal & Valuation	R	
2	Real Estate - Title Report	R	
3	Surveys - ALTA, Boundary & Topographic	R	

Optional Services (2 pts each; Maximum 16 points)			
#	Service	Indicate Prime with "P" Indicate Sub with "S"	Page No. for Work Sample
1	Economic, Market, & Fiscal Studies		
2	Construction Cost Estimating		
3	Escrow Services		
4	Geographic Information System (GIS) and Mapping		
5	Graphic Design, Illustration, Publishing		
6	Site Analytics and Demographics		
7	Sustainability & Energy Strategies		
8	Transaction Advisory Services		

REQUIRED FORMS - EXHIBIT 12(H)
SERVICES TEAM STRUCTURE
COMMUNITY ENGAGEMENT SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with "P" Indicate Sub with "S"
1	Community Based Park Planning and Engagement	R	
2	Community Asset Mapping and Stakeholder Assessment	R	
3	Community Outreach	R	
4	Participatory Engagement for Planning, Design, Concept, Program, or Project Development	R	
5	Managing Multi-Stakeholder Collaborations and Coalitions	R	
6	Meeting Facilitation and Consensus Building	R	
7	Site Analysis, Research on Park Access, Quality, Needs, and Vision	R	
8	Meeting Logistics: site location and rental, childcare, food/refreshments/AV support	R	
9	Canvassing – phone banking, door knocking, texting, surveys, polling, street teams	R	

Optional Services (2 pts each; Maximum 16 points)			
#	Service	Indicate Prime with "P" Indicate Sub with "S"	Page No. for Work Sample
1	Culturally Relevant Communications and Messaging		
2	Community Engagement Training and Training of Trainers (TOT)		
3	Virtual Engagement: Hosting Large (50+ p) Virtual Engagement Meetings with Breakout Rooms		
4	Grant Writing		

REQUIRED FORMS - EXHIBIT 12(H)
SERVICES TEAM STRUCTURE
COMMUNITY ENGAGEMENT SERVICES

5	Live Real-Time Language Translation Services		
6	Live American Sign Language (ASL) Interpretation		
7	Graphic Design and Illustration		
8	Storytelling through Video Production and Short Movies		

REQUIRED FORMS - EXHIBIT 12(I)
SERVICES TEAM STRUCTURE
GRAPHIC COMMUNICATIONS SERVICES

Instructions: In addition to the pre-checked required services, the Proposer should indicate which additional optional services will be provided, either by resources within their organization or by a predetermined set of subconsultants, per Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ). Any additional optional services Proposers choose to include should also be annotated with either a "P" or "S".

Required Services			
	Service	All Services Required	Indicate Prime with " P " Indicate Sub with " S "
1	Interpretative Services: Writing Content, Designing Graphics and Exhibits to Support Information and Storytelling	R	
2	Graphic Design, Visual Communication	R	
3	Branding and Brand Creation/Enhancement	R	
4	Wayfinding Sign Design & Organization	R	
5	Logo & Identity Design	R	

Optional Services (Maximum 18 points)			
#	Service	Indicate Prime with " P " Indicate Sub with " S "	Page No. for Work Sample
1	Creative Temporary Placemaking		
2	Print Design & Collateral		
3	Outdoor Environmental Graphics		
4	Illustration & Art		
5	Website and Mobile Application Art		
6	Motion: Video Storytelling		
7	Animation		
8	Photography		
9	3D Map and Model-making		

REQUIRED FORMS - EXHIBIT 12(J)
SERVICES TEAM STRUCTURE
PUBLIC RELATIONS AND MARKETING SERVICES

Instructions: The Proposer should indicate if the Required Services will be provided either by resources within their organization or by a predetermined set of subconsultants, per section Exhibit 12, Services Team Structure, of the RFSQ. All required services must be annotated with either a "P" or "S"; no blank spaces will be accepted and may disqualify the SOQ. The Proposer will receive 5 points for each Required Service provided within their organization and will receive 2 points for each Required Service provided by a Subconsultant.

Required Services (Maximum 55 points)				
	Service	All Services Required	Indicate Prime with " P " Indicate Sub with " S "	Page No. for Work Sample
1	Press and News Conferences and Media Notifications: Planning, Coordinating, Staffing, Press Packets, Facilitating Interviews	R		
2	Crisis Communications and Emergencies Communications and Plan	R		
3	External Communications Development: Press Releases, Official Statements, Opinion Editorials, and Talking Points	R		
4	Media Relations and Event Media Check-ins	R		
5	Videography and Photography for Event Coverage	R		
6	Culturally Relevant Communications and Messaging in multiple languages (English, Spanish, Chinese, Korean, Tagalog, Thai, Vietnamese, and Farsi)	R		
7	Developing Slide Decks, Presentations, and Social Media Graphics.	R		
8	Research: Tracking Metrics, Surveys, Polls, Reports and post-event reports	R		
9	Advertising: Radio, Digital, social media - including influencers - print, broadcast and cable	R		
10	Internal Communications Development: newsletters	R		

REQUIRED FORMS - EXHIBIT 12.1

SUBCONSULTANT ACKNOWLEDGEMENT FORM

Vendors who have indicated that they will be utilizing a subconsultant as part of their Services Team on Exhibit 12 – Services Team Structure must also complete Section A of this Subconsultant Acknowledgement Form. By indicating that a subconsultant will be providing a service, the Vendor verifies that the subconsultant firm meets or exceeds the minimum qualifications of the category per Section 3.0, Minimum Mandatory Requirements, of the RFSQ. Section B of the form must be signed by a principal representative of the subconsultant firm.

Section A (to be completed by Prime Consultant)

Name of Subconsultant Firm (e.g. XYZ and Associates):

Discipline Category (e.g. Planning Services):

Service(s) type to be performed as listed on Exhibit 12: (e.g. Required – Community Engagement/Outreach; Optional Service #6 – Grant Writing)

Section B (to be completed by subconsultant)

As a principal representative of the subconsultant firm listed above, I affirm that the firm has agreed to be included as part of the Subconsultant Services Team for the Vendor submitting this SOQ packet to perform the service(s) indicated above.

Signature

Name

Title

REQUIRED FORMS – EXHIBIT 13

VALID LICENSES

Prime Consultants and any subconsultants listed as part of its services team must have appropriate regulatory agency licenses in good (valid) standing with respective licensing agencies. Vendor must complete the information as indicated on this form and provide a copy of the appropriate licenses.

[illegible]

REQUIRED FORMS - EXHIBIT 14

WORK SAMPLE FORM

VENDOR NAME:

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS MASTER AGREEMENT (For each Service Category, submit between three (3) and ten (10) representative public works, public park, or public realm projects or work assignments, as stated in RFSQ, Section 3.5. Complete one Exhibit 14, Work Sample Form, for each project).		SERVICE CATEGORY:
TITLE AND LOCATION (City and State)	YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)

PROJECT OWNER'S INFORMATION

PROJECT OWNER	POINT OF CONTACT NAME	POINT OF CONTACT TELEPHONE NUMBER/EMAIL ADDRESS
---------------	-----------------------	---

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THE SERVICE CATEGORY (include scope, size, and cost)

INSERT IMAGE

FIRMS, FROM EXHIBIT 12.1, INVOLVED WITH THIS PROJECT

a.	FIRM NAME	FIRM LOCATION (City and State)	REQUIRED/OPTIONAL SERVICE NAME, EXHIBIT 12 A-J
b.	FIRM NAME	FIRM LOCATION (City and State)	REQUIRED/OPTIONAL SERVICE NAME, EXHIBIT 12 A-J
c.	FIRM NAME	FIRM LOCATION (City and State)	REQUIRED/OPTIONAL SERVICE NAME, EXHIBIT 12 A-J

LIST OF REQUIRED AND/OR OPTIONAL SERVICES FROM EXHIBIT 12 A-J

REQUIRED FORMS – EXHIBIT 15

BUSINESS SIZE ENTERPRISE CATEGORY FORM

For consideration in the Request for Statement of Qualifications (RFSQ) for **As-Needed Consultant Services**, the Proposing Firm must submit this form and select the firm's qualifying Business Size Category. The Eligibility Criteria for ownership, operation, and number of personnel for each Business Size Category are specified below. The Proposing Firm's selection of a category shall be based on these criteria as of the date of submission of the response to this RFSQ.

If the Proposing Firm has more than one office location, all personnel from all offices must be included in the "Size Business Enterprise Category" below.

☐

Small-Size Business Enterprise Category Eligibility Criteria:

Must be independently owned and operated;

Together with its affiliates including firms nationally located, must be a business with 25 or fewer personnel.

☐

Medium-Size Business Enterprise Category Eligibility Criteria:

Together with its affiliates including firms nationally located, must be a business with 26 to 75 personnel.

☐

Large-Size Business Enterprise Category Eligibility Criteria:

Together with its affiliates including firms nationally located, must be a business with over 75 personnel.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		

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:

REQUIRED FORMS – EXHIBIT 16

SUBCONSULTANT DOCUMENTS AND FORMS CHECKLIST

All Vendors must ensure that all listed subconsultants have completed/provided the following documents and forms. Vendors that do not include the following documents/forms with their SOQ submission will be considered incomplete and the Subconsultant may not be accepted.

Prime _____

Subconsultant _____

☐ **Proof of Work Experience**

- Reference: RFSQ Section 3.6
- Placement in SOQ: Section A.5

☐ **Subconsultant Acknowledgement Form**

- Reference: Appendix B, Exhibit 12.1
- Placement in SOQ: Section B

☐ **Valid Licenses Form**

- Reference: Appendix B, Exhibit 13
- Placement in SOQ: Section B
- Note: A single form can be used for both primes and subconsultants

☐ **Proof of Insurability**

- Reference: RFSQ Section 2.7 & Appendix A – Sample Agreement Sections 8.23 and 8.24
- Placement in SOQ: Section C

☐ **Copy of Valid Licenses**

- Reference: RFSQ Section 3.4
- Placement in SOQ: Section D

REQUIRED FORMS – EXHIBIT 17

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-17 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX C

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

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

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

For County use only

Date SRR Request Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

APPENDIX D

INTENTIONALLY OMITTED

APPENDIX E

MS SHAREPOINT ONLINE

SUBMISSION

Appendix E

MS SharePoint Online Submission Instructions

1. Complete the SharePoint Registration Form, Appendix E1, and submit it as follows:

To: Maream Kbdzhyan at mkbhzyan@parks.lacounty.gov

CC: A'lana White at awhite2@parks.lacounty.gov

2. The Department will send an email notification to the email address provided with access to a SharePoint folder with your firm's name listed.

3. To access the folder, follow the SharePoint Online and OneDrive Guest Users Guide (Appendix E2) online authentication instructions.

*Please note: to authenticate you may need to use two separate devices, one of which will be used to download the Multifactor Authentication Application.

4. Once email address is authenticated, your firm will have access to the SharePoint folder.
5. Upload firm's SOQ to the shared folder. SOQ must be titled as follows:

As Needed Consultant Services - Name of Firm - Name of Category

MS SharePoint Registration Form

Complete and email this form to Maream Kbdzhyan at mkbdzhyan@parks.lacounty.gov and A'lana White at awhite2@parks.lacounty.gov. The deadline to submit this Registration Form is Friday, August 15, 2025.

Vendor's Name: _____

Vendor's Primary Contact: _____

Vendor's Primary Contact Number: _____

Vendor's Primary Email Address: _____

Service Category:

Please check the box of the Service Category your company is applying for, select all that apply.

☐ Planning Services

☐ Construction – Cost Management Services

☐ Landscape Architecture Services

☐ Real Estate Services

☐ Civil Engineering Services

☐ Community Engagement and Related Services

☐ Environmental Services

☐ Public Relations and Marketing Services

☐ Architecture Services

To be completed by Parks and Recreation Staff:

Date Registration Form Received: _____

Date Shared Folder Created: _____

Date Shared Folder Sent to Vendor: _____

SHAREPOINT ONLINE & ONEDRIVE GUEST USER GUIDE



Last updated - May 2025

How to access SharePoint online or OneDrive as guest user?

Starting Thursday, July 6, 2023, Guest user will receive the one-time passcode (OTP)

ONLY IF:

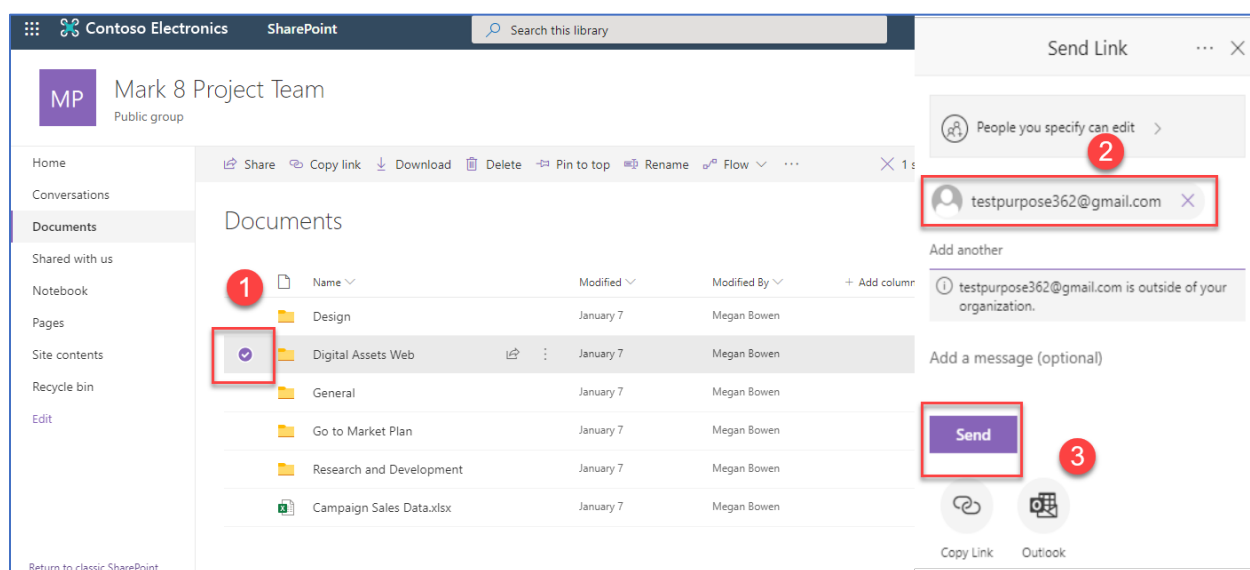
- They do not belong to an LA County department or organization with B2B processes
- They do not have an Azure AD account (guest user account)
- They do not have a Microsoft account

What is one-time passcode (OTP)?

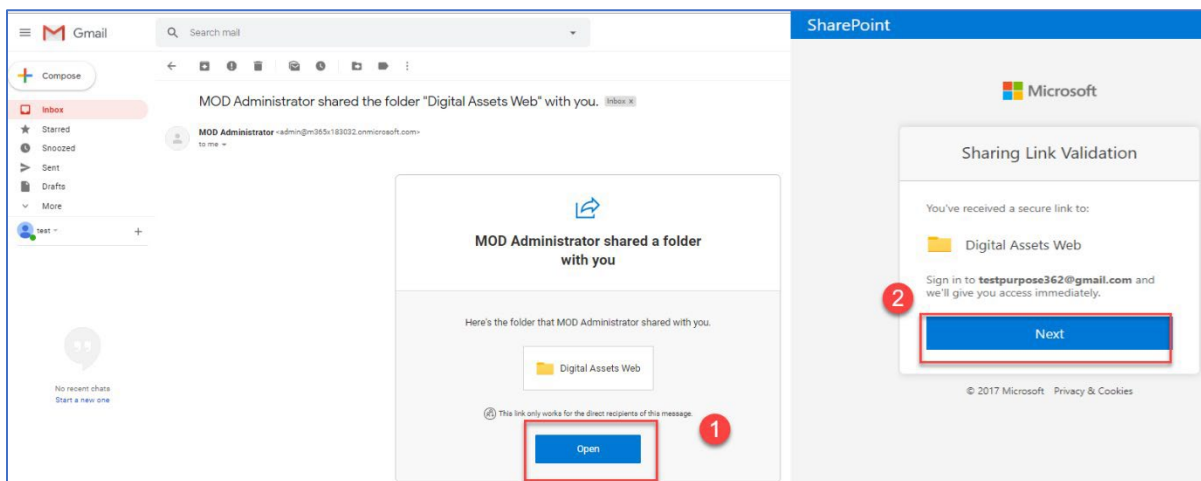
One-time passcode is valuable for the external/guest users who didn't carry out a Microsoft account. Using this one-time passcode feature you can share the files, folders, list item, document library and sites to the external/guest users. This one-time passcode will be sent to their email account and the code is valid for 30 minutes and they can authenticate with this code.

1. How to share the SharePoint folder with the external user?

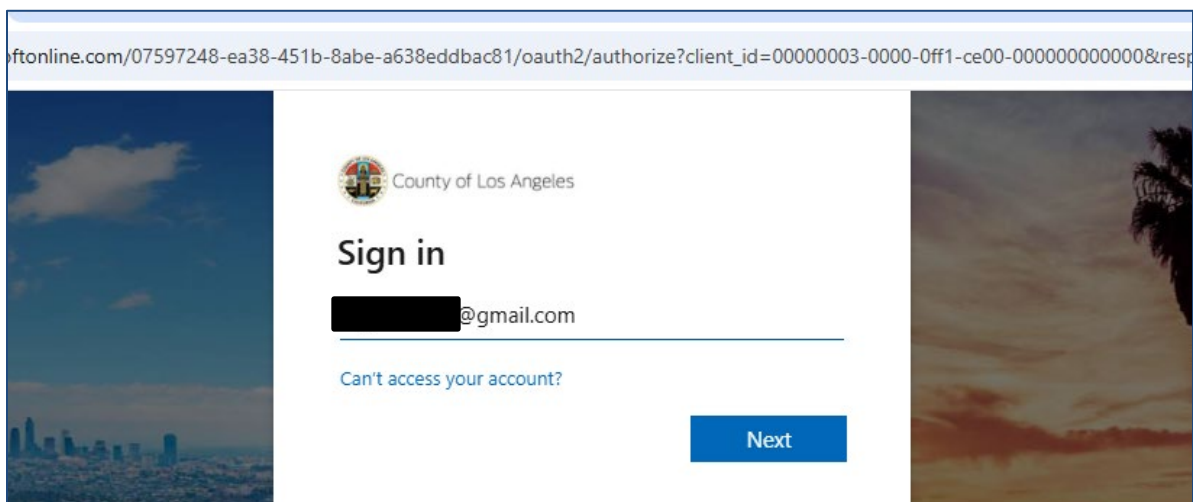
a. We can share the SharePoint folders with the external user which is shown below.



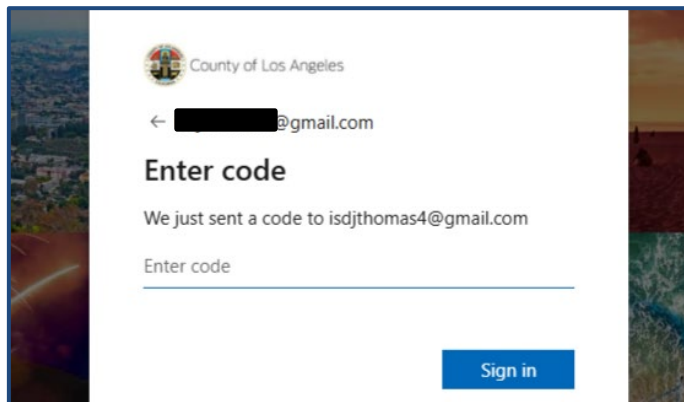
2. How the external user will opt-in into the SharePoint site?
 - a. Now the external user will receive the SharePoint folder sharing details in his/her mailbox.



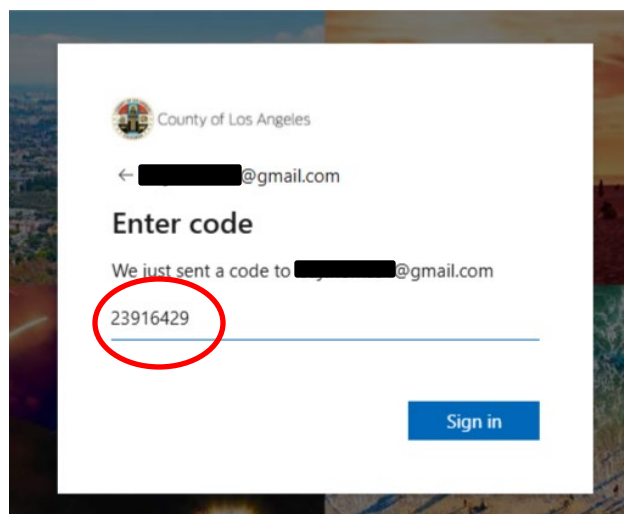
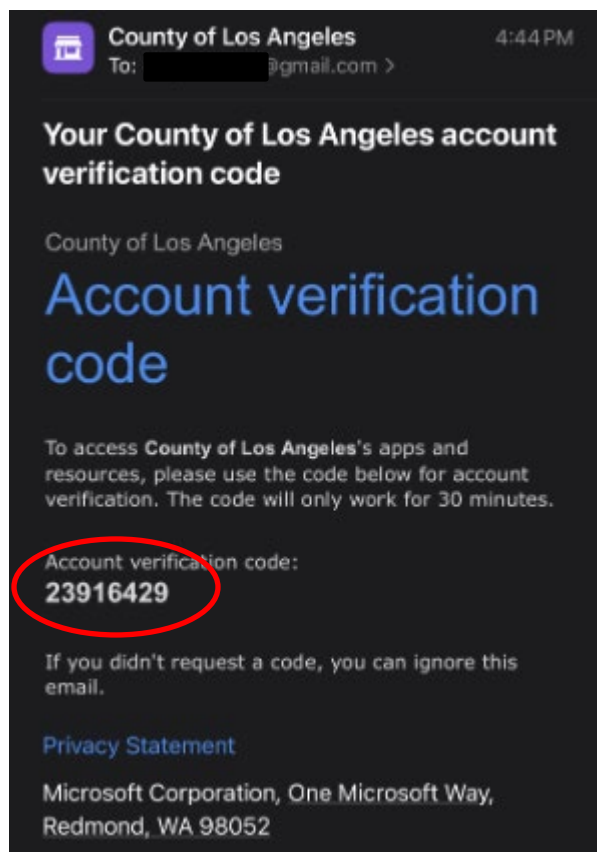
- b. After clicking the open link the user will be asked to sign in. Use the guest email address used to receive the sharing link.



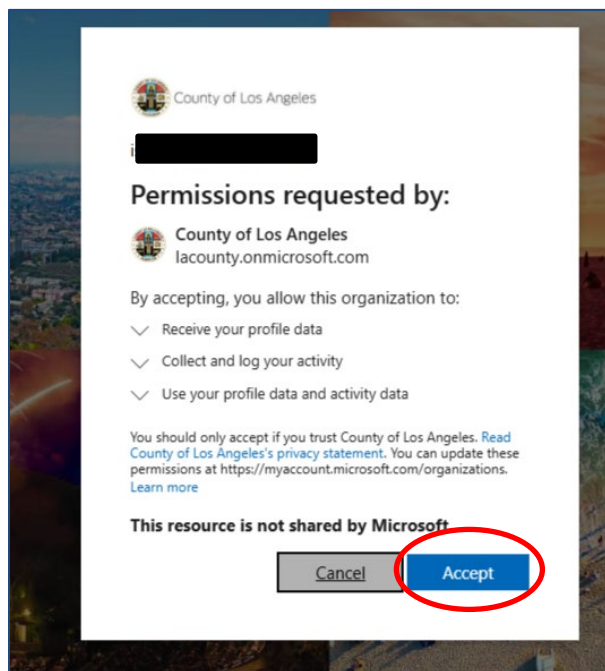
- c. User will then be asked to enter the OTP code.



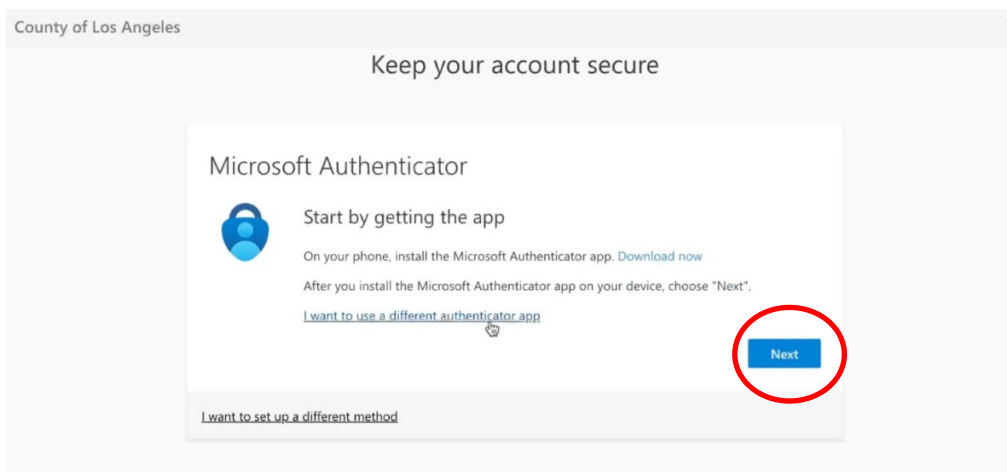
- d. The code was sent to the email used to share the site.



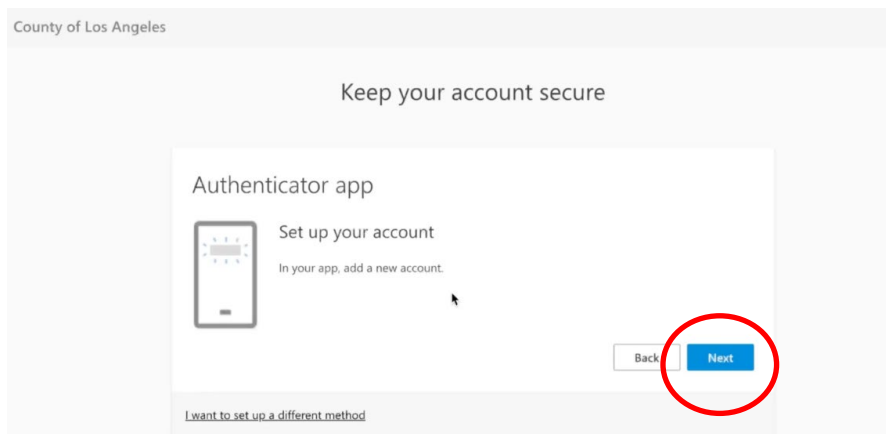
- e. The external user needs to accept the review permission.



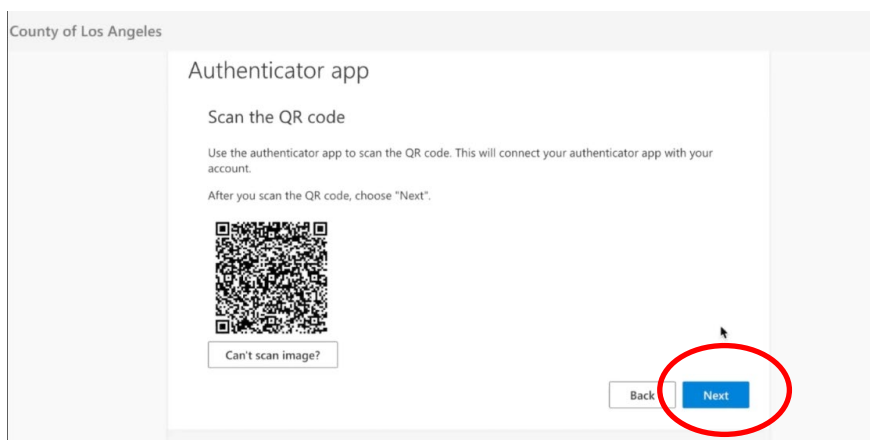
- f. You may be instructed to create or use your Multifactor Authentication App for this guest email.



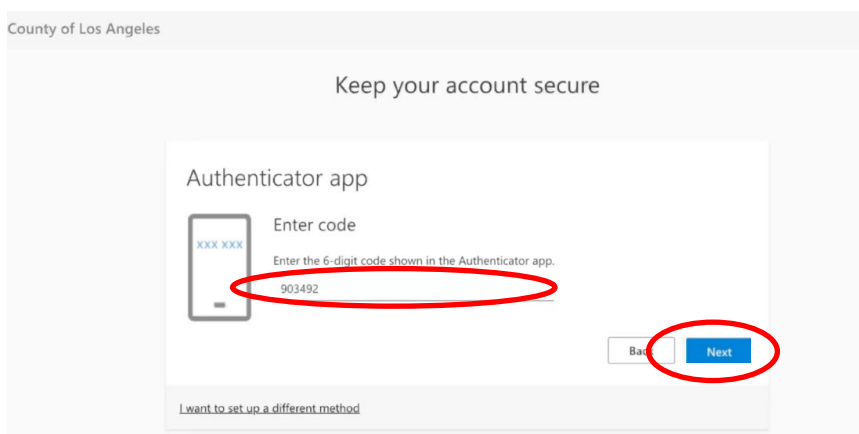
g. Open your Authentication App.



h. Using the authentication app on your phone add a new account by scanning the QR code.

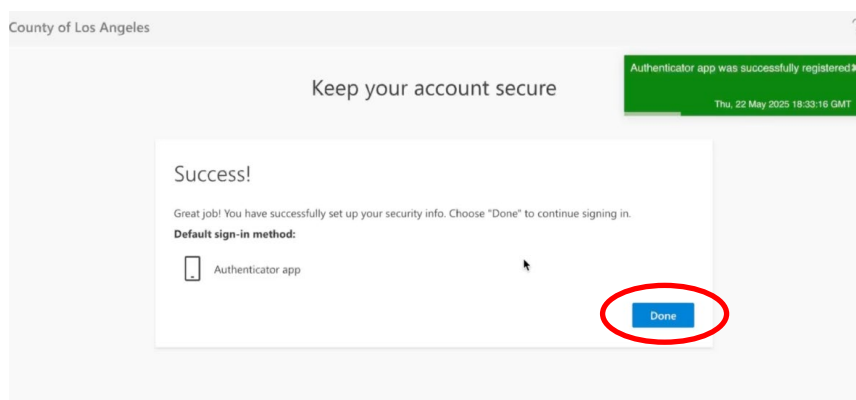


i. Enter the authentication number shown on your phones authentication app for this newly created account.



SHAREPOINT ONLINE & ONEDRIVE GUEST USER GUIDE

- j. You will receive a success message. Click the done button to continue.



- k. Now, the external user can access the SharePoint Online folder with his/her email account. Gmail account is shown in the following example:

