

CHIEF EXECUTIVE OFFICE FOR
THE COUNTY OF LOS ANGELES

REQUEST FOR PROPOSALS FOR
CHARTER SCHOOL OPERATOR/DEVELOPER FOR
VERMONT MANCHESTER JOINT DEVELOPMENT TRANSIT PRIORITY PROJECT





TABLE OF CONTENTS

- 1.0 Introduction and Project Objectives
- 2.0 The Opportunity
- 3.0 Additional Background
- 4.0 Submittal Requirements/Statement of Work
- 5.0 Evaluation Criteria
- 6.0 The RFP Process
- 7.0 County Standard Terms and Conditions
for Service Contracts

1.0 INTRODUCTION AND PROJECT OBJECTIVES

1.0 INTRODUCTION AND PROJECT OBJECTIVES

The Los Angeles County Chief Executive Office (CEO) is issuing this Request for Proposals (RFP) to solicit proposals for the design, construction, financing and operation of a charter college-preparatory public boarding school in South Los Angeles (School). The County of Los Angeles (County) intends to enter into a long-term agreement with a charter school developer/operator team (Team) to develop and operate a public charter boarding high school (School) as part of the Vermont and Manchester Transit Priority Joint Development Project Site, located on the east side of 8400 and 8500 blocks of South Vermont Avenue (Property). The County designed the Vermont and Manchester Transit Priority Joint Development Project to include a charter boarding high school along with a mixed-use development project comprised of affordable housing, community-serving retail and community space, a transit vocational training center, a parking structure, a publicly accessible transit plaza, and other community serving uses.

The County anticipates acquiring possession of the Property by Spring 2018. The County will retain ownership of the Property and the proposed development will be subject to a long-term ground lease.



It is the County's intention to establish a public charter college-preparatory boarding high school that will prepare Los Angeles County youth for career and college pathways in the transportation and infrastructure industry by teaching them transferrable industry skills. The County's vision is to improve social services and quality of life, increase public safety, expand educational and employment options for youth, and bring positive economic and community development to the Vermont Manchester area and surrounding community in South Los Angeles. The County intends for the proposed school to recruit a cross-section of diverse youth, including students from the local community in South Los Angeles and youth who are currently receiving services from, or at risk of entering, the County's child welfare



system, probation department / juvenile justice system, or homeless coordinated entry system (CES), with the objective of facilitating more positive life outcomes.

These *resilience youth* who have demonstrated tremendous perseverance in the face of adversity, hold enormous potential to become key leaders in our community if given the proper opportunities and tools. *Resilience youth* are students for whom high quality, trauma-informed education, healthcare, housing, mentoring, nutrition, recreational opportunities, and/or supportive services would have a **measurable impact on well-being, motivation, and self-sufficiency and offer significant prospects** they may otherwise not have been able to access.

The goal is to establish a college-bound environment for students who may benefit from a 24-hour learning experience to achieve their maximum potential, and to provide a center of excellence where youth are exposed to careers in transportation and infrastructure industries.

The County seeks to advance the role of science, technology, engineering, art and mathematics (STEAM), especially in the areas of innovation, infrastructure and transportation to help foster and create an industry talent pipeline in Los Angeles County. The County and other local municipal agencies, including the City of Los Angeles and Los Angeles County Metropolitan Transportation Authority (Metro), are investing

in new infrastructure that will expand our transit system, protect our environment, create new jobs, and improve mobility. Los Angeles is making historic investments in public infrastructure to accommodate future population growth, to achieve aggressive policy objectives, to address challenges related to water supply, energy demand, communication needs, and traffic congestion, and to position the metropolitan area to grow in a more strategic and sustainable way.

The City and County of Los Angeles are transforming and experiencing a construction boom, an explosion of infrastructure and technology, and growing employment. With the passage of Measure M in 2016 which created a half



cent increase in Los Angeles County sales tax that is anticipated to provide \$120 billion in project funding for transportation infrastructure over a 40-year period, the entire County will benefit from upgraded infrastructure and the development of new transit options, including subway lines, bus rapid transit, light rail and highways. Accordingly, the County, in partnership with Metro and other agency partners, desires to provide County youth, especially youth historically underrepresented in these fields, with the opportunity to learn about the principles of engineering, infrastructure and innovation, and prepare County youth to pursue opportunities in this growing field in Los Angeles.

The County's vision is that the School will help students better prepare for STEAM related careers in the context of the historic infrastructure boom in Los Angeles. The County desires that the School be constructed and operational no later than Fall of 2020.





Angeles, and certified the action pursuant to the California Environmental Quality Act (CEQA) and Sustainable Communities Strategies, Transit Priority Project exemption (California Public Resources Code sections 21155, 21155.1).

The County is expected to have possession of the Property by Spring 2018 and, thereafter, the County may enter into an Exclusive Negotiating Agreement and ultimately a long-term ground lease and separate operating agreement, which will provide for the development, delivery, and operation of the boarding school. The transactions contemplated by this RFP are authorized by, and

will be required to comply with, Government Code section 26227.

The Transit Priority Project site is located on Vermont Ave, the second-busiest transit corridor in the County, which is slated for investment in a Bus Rapid Transit (BRT) Line. The BRT Line Project is expected to receive \$25 million from Measure M and \$400 million from other sources of transit-related funding. Under the Measure M spending plan, the project is scheduled to break ground in 2024 and is anticipated to be completed between 2028 and 2030. The Transit Priority Project is adjacent to the Silver Line and the future BRT Line,

and will create a great potential to connect people to jobs and opportunities.

The Transit Priority Project is also designed to bring much needed affordable housing to the South Los Angeles community in close proximity to high quality transit. Given the Transit Priority Project's adjacency to the future Vermont BRT and the Silver Line Transitway, the Transit Priority Project will encourage the utilization of mass transit as a mode of transportation to and from the Project area.

2.2 The Project Site

The Project Site is located on the northeast corner of the Vermont and Manchester Avenue thoroughfares, as shown in Figure 1.

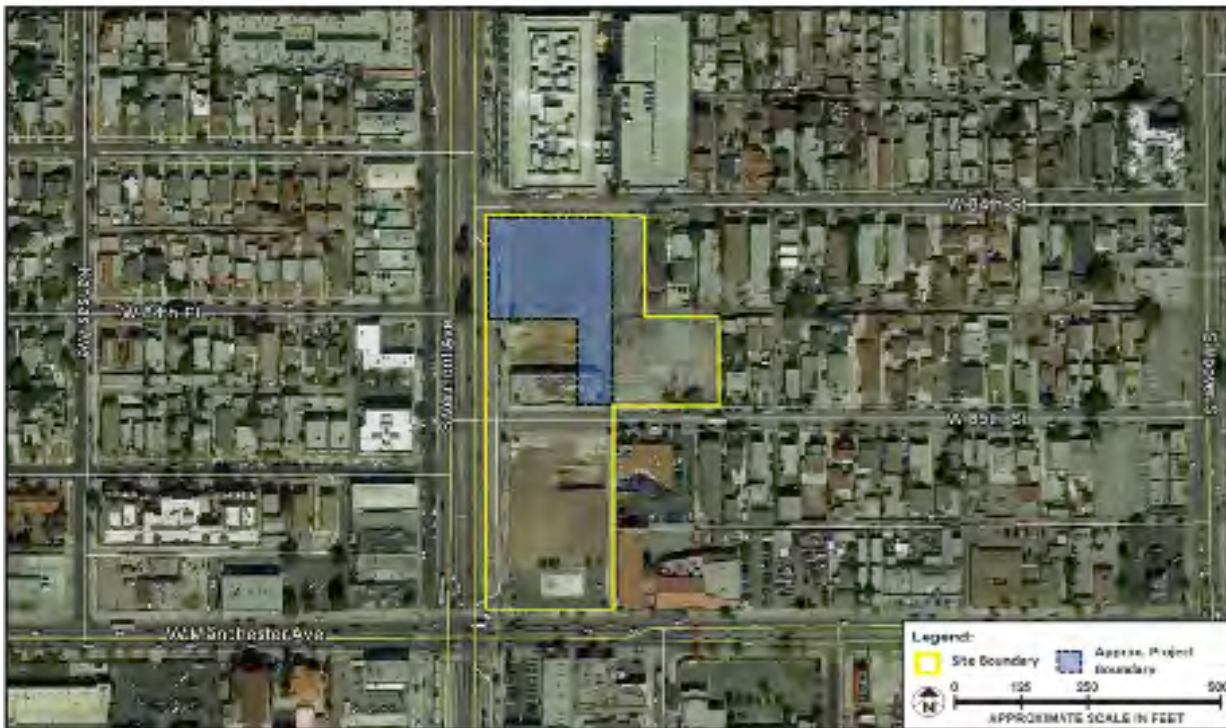
The School would be located in the northwest corner of the Project Site, at Vermont Avenue and 84th Street. The Project Site is located on a prominent corner with high visibility and

significant opportunities to catalyze additional investments in both directions along the Vermont Avenue and Manchester Avenue thoroughfares. As-built, the Project will provide an attractive development between the major traffic corridor (at Vermont and Manchester Avenues) and the surrounding residential, day care, and school uses. All four corners of the Vermont and Manchester intersection are well served by public transit, which makes the Project accessible to the large,

underserved residential population without private transportation. The site is located adjacent to a County of Los Angeles building (which houses multiple services available to the public), local retail and commercial uses along Vermont and Manchester Avenues, and the Rita D. Walters Learning Complex, which includes a Child Care Center, Youth and Family Center and an Alternative High School.

While the site is located in the City of Los Angeles, the County has asserted sovereign immunity over the Project site. Accordingly, the Transit Priority Project is not subject to most of the City of Los Angeles zoning code and planning requirements and instead must comply with County planning requirements. Additionally, the Project is subject to any applicable provisions of the California Education Code. The County will facilitate site plan review by the County Regional Planning Department and a vacation of street by the City of Los Angeles. The Project would connect to existing utility infrastructure including water mains, sewer lines, storm drain inlets, and electrical and gas lines.

Figure 1



2.3 Development Parameters

The Board's approval of the Transit Priority Project set the maximum project development envelopes and environmental requirements. The Transit Priority Project is laid out in the conceptual site plan shown in Figure 2. Accordingly, the School project must comply with the development parameters established in the environmental clearance documentation in Exhibit A.

The School component of the Transit Priority Project is planned to accommodate a maximum of 400 students. The School may not exceed approximately 74 feet in height and can include a potential clock tower not to exceed 85-feet. The School shall not exceed 200 dorm rooms (double occupancy) and 20 faculty residential units.

An above-grade parking structure, not to exceed 58 feet in height, along the north side of 85th Street, will be designed and constructed to accommodate up to 283 spaces and will serve both the School's needs as well as the mixed-use components of the Transit Priority Project. (Note: The mixed-use component may be designed to provide an additional 100 below-ground parking spaces to serve neighborhood retail and community services.) Additionally, the School will be served by shared bicycle amenities for short

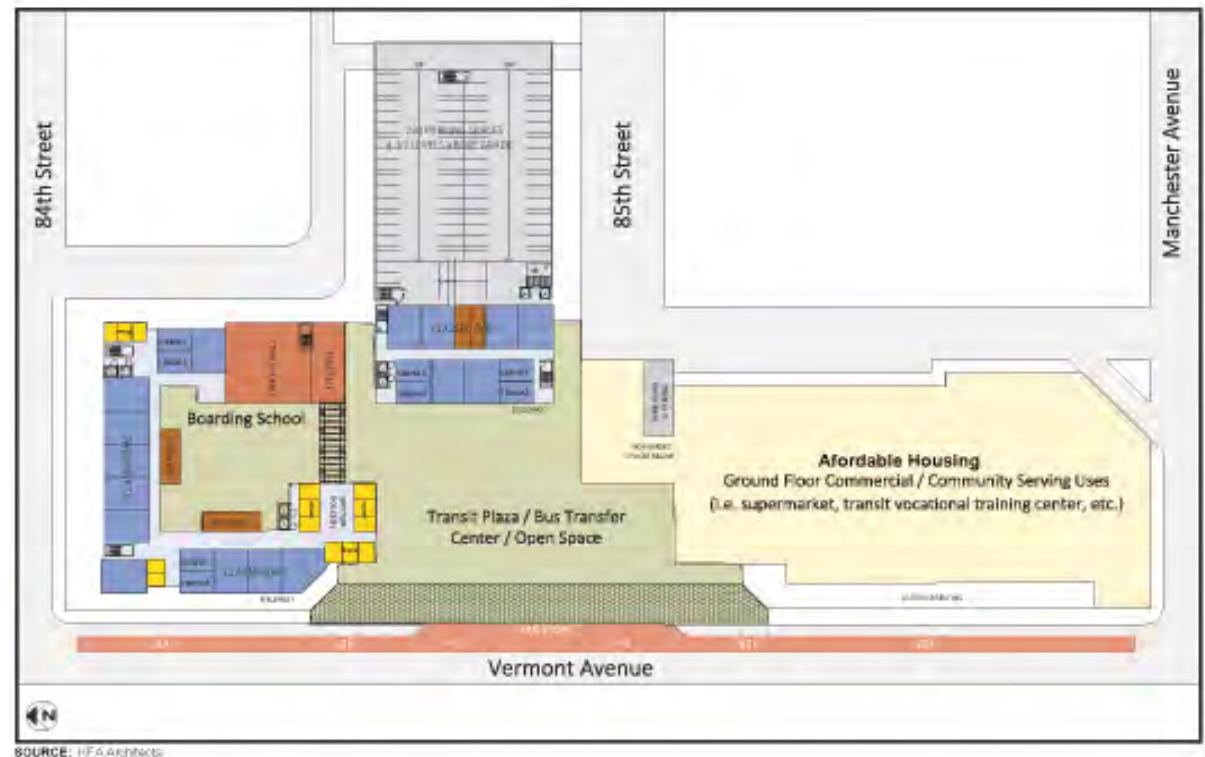
and long-term bicycle parking.

Vehicular access to the Transit Priority Project Site would be provided via new access points/driveways leading into 84th and 85th Streets. Two new two-way, north-south driveways would connect 85th Street from Manchester Avenue and 84th Street to the proposed parking structure. Primary vehicular access to the entire Project Site would be from 84th Street. A drop-off zone for the School must be provided.

The Transit Priority Project will also include a 6-story mixed-use affordable housing structure with ground-level community serving and commercial retail uses, which will include a career training center. **The County anticipates that the School would be able to access the training center for additional educational programming.**

The selected team will work collaboratively with County partners to develop the final building design and site review to ensure that it is aligned

Figure 2



with the School vision and creates physical spaces that can support the type of innovative STEAM, transportation and infrastructure educational programs. Upon robust consultation with the County, the Team will take full responsibility for finalizing the School program and the School building design, completing site plan review, and securing building permits.

This RFP is intended to result in the award to a Charter School Operator/Developer of an Exclusive Negotiating Agreement, under which the County and the Operator/Developer Team would negotiate a long-term ground lease for the Property, to include the development of the School (which includes the school facilities, dorm rooms and faculty residential units, and parking component of the Project) as well as an operating agreement. Proposers must meet the minimum qualifications and demonstrate capacity, experience and track record to provide services requested. This RFP covers the school components of the Transit Priority Project. The winning proposer will be expected and required to secure charter approval through the Los Angeles County Office of Education. The County will initiate a separate procurement process to address the development of the transit plaza, affordable housing, ground floor retail/community space, and parking components of the Transit Priority Project.



2.4 Proposer Entity

From this point forward in this RFP, Charter Operators and Charter Operator/ Development Teams, whether a single firm or joint venture (JV), will be referred to as “Proposer(s).”

Each proposal must be submitted by a Prime Proposer. **The Prime Proposer must be an experienced charter school operator with nonprofit or public entity status.** The charter school operator must either (1) be an experienced developer, OR (2) include an experienced developer as part of their Operator/Developer team. The Proposer teams should be formed and identified as part of the proposal submittal. Operator/Developer teams may be a single firm or a joint venture. Pursuant to Government Code section 26227, the contracting entity must be a

public agency, nonprofit corporation, or nonprofit association. If the Proposer is not an incorporated legal entity at the time of its submission, it is required to submit its teaming arrangement information and confirmation of joint and several liability.

Any team, consortium, JV or other incorporated or unincorporated Proposer group must designate the Prime Proposer as the main point of contact with the County. The County maintains the right to request additional subcontractors to supplement the Project Team’s development, operational and educational needs.

Note: Once the proposal is submitted, the composition of the Team cannot be altered without the prior written consent of the County. Once the Exclusive Negotiation Agreement is awarded and executed, the Prime Proposer may request to change the composition of their team, but the County must approve any change in core team. New developers will be required to submit a resume and summary stating qualifications and experience to accomplish the School Project. The County reserves the right to approve or reject changes to any Team based on objective criteria, at its sole discretion.



2.5 Proposer's Charitable Contributions Compliance

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

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

In Exhibit B, prospective contractors certify either



that (1) they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement OR, (2) they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Exhibit B as part of the solicitation process may, in the County's sole discretion be disqualified from contract award. A County contractor that fails to comply with its obligations

under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.0 ADDITIONAL BACKGROUND



3.0 ADDITIONAL BACKGROUND

3.1 Facts and Demographics About County Youth

With more than 10 million residents, covering more than 4,000 square miles, Los Angeles is the most populous County in the United States. Los Angeles County has approximately 2.3 million children (1.5 million of whom are enrolled in the County's 2,000+ public schools) and 81 school districts including Los Angeles Unified School District (LAUSD) which has a student body of nearly 620,000. During the academic year 2016-2017, more than 1 million free/reduced priced

meals were served to eligible LAUSD students. Approximately 75% of the public high school Class of 2016 graduated on time, an all-time high for LAUSD.

The 2017 Point-in-Time Homeless Count estimated that almost 6,000 youth were homeless on any given night in Los Angeles County. LACOE, which aggregates data collected from the County's 81 school districts, found that an additional 5,600 students were living in shelters and another 4,300 were living in motels. Twenty-eight (28) percent of the County's children live below the federal poverty rate. Within the State Assembly district that the Project Site is located in, the child poverty rate is 49%.

Los Angeles County government provides safety net services for youth throughout the jurisdiction and also provides preventive and support services that contribute to positive youth development. Los Angeles County provides child welfare services for nearly 36,000 youth. Approximately 16,000 of the youth receive child welfare services while remaining in their homes of biological parent(s) or after being reunified with their biological parent(s) or receive

services while living with relatives or non-related extended family members.

Los Angeles County has the largest juvenile justice system in the nation. There are approximately 10,000 youth under the supervision of the Los Angeles County Probation Department. Of these youth, six hundred (600) are currently detained in the County's probation halls or camps. Additionally, in 2015, 13,665 youth are arrested or criminally cited in Los Angeles and if they have not touched the Probation Department/juvenile justice system, are at risk of doing so.

3.2 Population to be Served

The County intends for the School to provide an exceptional, positive educational opportunity for a broad cross-section of youth that have a propensity to receive County services. The County expects that the School will build a culture of achievement and build strategic partnerships, including partnerships with local colleges and universities, community-based organizations, major employers in Los Angeles and with industry partners, especially in the infrastructure arena, along with labor unions,

construction trades, and apprentice-type, vocational training programs. The County intends for the School to prioritize academic rigor and to serve a diverse cross-section of socioeconomic, culturally diverse students who are high achieving, college-bound and committed to academic excellence.

The School should recruit youth from the local community. The School should also develop relationships with organizations and County departments that can refer *resilience youth* from throughout the County.

Resilience youth could fall into one or more of the following categories:

- Those with a history of referrals to the child welfare system, but remain in the home of a parent or have an adjudicated dependency case
- Those with a history of contact with or supervision by the Probation Department, and/or of contact with law enforcement
- Those with one or more adult caregivers



or siblings who are incarcerated or in the probation system

- Those who are precariously housed, doubled up, or experiencing/have experienced homelessness
- Those who have faced hardship as a result of poverty, immigration status, caregiver illness or death, domestic violence, or other adverse childhood experience

The School should also strive to create educational and training opportunities for the families of students. The School should provide resources and tools of access and support to help student's families transform their lives and begin to thrive. The School should provide family resources and social support services, such as child development classes, counseling, English as a Second Language classes, economic asset building services, employment services, legal services, free tax preparation, financial literacy classes, certified financial coaches, individual development accountant, technology workshops and computer labs, youth leadership and college/career readiness activities.

3.3 Strategic Partner Agencies

The County expects the School to forge a

partnership with a network of academic institutions, infrastructure industry partners and non profit supporters as a key ingredient to support the vibrant impact and far-reaching success of the School. Additionally, numerous strategic partner agencies will engage with the selected Team during the course of the project. Following is a partial list of anticipated strategic partners:

County Agencies

- Probation Department provides services for those placed on probation within Los Angeles County. Its mission is to enhance public safety, and ensure and effect positive probationer behavioral change
- Department of Children & Family Services operations involve investigating child welfare and abuse allegations, removing children from unsafe placements, and placing children in safe, loving homes. DCFS seeks to measurably improve child safety, permanency and well-being, while strengthening families and communities
- Workforce Development, Aging & Community Services provides

comprehensive human services in partnership with community leaders, business and private agencies to connect individuals to careers and employers to a skilled workforce

- Department of Health Services – Office of Diversion and Reentry works to reduce the number of mentally ill inmates in the Los Angeles County Jails, reduce recidivism, and improve the health outcomes of justice involved populations who have the most serious underlying health need. The Office of Diversion and Reentry is launching a program around youth diversion and keeping young people out of the justice system
- Office of Child Protection (OCP) leads a broad partnership that implements meaningful solutions to improve the lives of children and families. Housed within the OCP are: 1) Education Coordinating Council, which coordinates efforts across organizations and jurisdictions, encouraging networks of people to work together to champion education and to promote the achievement of youth; and

2) the Center for Strategic Public Private Partnerships (CSPPP) which builds strategic partnerships with philanthropy to improve the child protection system

- Department of Mental Health Services (DMHS) is the largest county-operated mental health department in the United States, directly operating programs in more than 85 sites, and providing services through contract programs and DMHS staff at approximately 300 sites co-located with other County departments, schools, courts and various organizations
- LACOE, which supports 80 public school districts and 2 million pre-school and school age children. LACOE's Charter School

Office (CSO) accepts charter petitions and revocation appeals on behalf of the Los Angeles County Board of Education and is responsible for facilitating the petition review and appeal process

- Metro is the public transportation operating public agency for the County and directly operates the following systems: bus, light rail, heavy rail, and bus rapid transit services, and provides funding and direction planning for commuter rail and freeway/expressway projects within Los Angeles County. Metro is working to develop an educational and vocational training program to facilitate career pathways in the transit and infrastructure industry

- Los Angeles County Homeless Initiative and the Los Angeles Homeless Services Authority (LAHSA), an independent Joint Powers Authority, coordinates the utilization of federal and local funding in providing housing and services to homeless throughout Los Angeles City and County

3.4 Potential Funding Sources

Public subsidy may be available from various County Departments, potentially including the Departments of Children and Family Services, Probation, and Mental Health, as well as Metro

Proposers are encouraged to identify, secure and apply non-County funding sources towards the development and operation of the School.



4.0 SUBMITTAL REQUIREMENTS / STATEMENT OF WORK

TAB	TITLE
1	Cover Letter and Authority to Propose (not included in page count)
2	Table of Contents
3	Executive Summary (not included in page count)
4	Team
5	Facilities Concept
6	Academic Program
7	Financing Strategy
8	Operations and Budget
9	Student, Family and Community Outreach and Engagement Strategy
10	References (not included in page count)
	Total Pages – 25 pages

4.0 SUBMITTAL REQUIREMENTS/STATEMENT OF WORK

Each Proposer must submit a complete proposal, with all the sections in the sequence shown below. The sections must be divided by tabs, and the total submittal may not exceed 25 pages, excluding the Cover Letter and Authority to Propose, Executive Summary, and References in the total page count.

4.1 Cover Letter and Authority to Propose

Include a cover letter to identify the Proposer, name the key point of contact and provide evidence that the signor has legal authority to enter into binding contracts on behalf of the Team. The letter must be on official company letterhead, identify the Proposer's legal structure and be signed by the person or persons who have legal authority to bind the firm in contractual matters with the County. It must also contain signor's contact information as well as a copy of the Corporate Resolution or other appropriate evidence of authority to bind the identified firm. The County reserves the right to reject any proposal that contains an unsigned cover letter and/or submits incomplete documentation. (Not included in total page count.)

4.2 Table of Contents

Each Proposer must include a Table of Contents listing the various sections included in the Proposal.

4.3 Executive Summary

The Executive Summary is a brief statement of key features of the Proposal, Team qualifications and evidence of understanding of the scope and

services to be provided. Proposers must specify if they propose a 100% boarding school, or a hybrid that allows for day students. Proposers must describe the Team's strengths and qualifications, capacity to complete the scope of work, key experience and expertise and a statement explaining why the Proposer's proposal would be the best selection and why their design model would best serve the students and strategic goals for the Transit Priority Project. (Not included in total page count, but recommended not to exceed 3 pages.)

4.4 Team

1. Provide an organizational chart of the key team members, identifying a Prime Proposer that will be responsible for all contract matters (the Prime Proposer's authorized representative should be the same as the signor of the cover letter)
2. Describe Proposer Team's experience and how the Proposer's team has worked together on past school development projects successfully
3. Explain how the Proposer will assemble (or has assembled) a complete Team (including all necessary consultants) with the experience and capacity to carry out pre-development, construction and operating activities
4. Describe the Team's experience developing



- and operating educational facilities and improvements of similar scope and purpose.
5. Describe the Proposer’s experience developing similar facilities in California or elsewhere, and include relevant examples
 6. Describe the Team’s experience working successfully with public regulators, including but not limited to:
 - a. California Department of Education (CDE)
 - b. Local school chartering authorities
 - c. Environmental oversight agencies
 - d. City of Los Angeles
 - e. County of Los Angeles
 7. Describe the Team’s experience developing

- educational facilities and improvements of similar scope and purpose
8. Describe Team’s knowledge of community and experience serving South Los Angeles area

4.5 Facilities Concept

1. Describe the proposed development concept for the campus, including, but not limited to, the buildings’ physical envelope and its program such as the number of classrooms, amenity areas, and other features to be included. Describe how Proposer intends to provide for physical education and

other important non-classroom program components. Drawings and renderings are helpful

2. Describe how the proposed School will support the proposed academic programs
3. Describe how the proposed School will comply with the Transit Priority Project parameters as established in the environmental clearance approval detailed in Exhibit A
4. Describe how the proposed School will be consistent and complement the surrounding neighborhood
5. Provide a preliminary development and construction schedule in tabular, Gantt or similar format. Describe the schedule to develop and construct the improvements, including sequence of events and timeline, include the completed Project Schedule targeting implementation and operation by Fall 2020

4.6 Academic Program

1. Provide an education plan that describes how the Proposer will create, implement and maintain a college-preparatory, 24-hour supportive learning environment with a STEAM/infrastructure focus. Please address the following:

- a. Total number of students
- b. Key thematic and educational concepts, including key features and components of school's STEAM/infrastructure-oriented educational program, instructional methods and strategies and graduation requirements
- c. Current learning theories/concepts and how they align to the needs of the population to be served
- d. Collaboration with Metro and other applicable entities to provide a vocational pathway educational program in STEAM/infrastructure careers
- e. Collaboration with community, government and industry partners
- f. Support that will be offered to meet the students' physical, mental and emotional health needs
- g. Specific admission and/or enrollment requirements. Describe how the school will conduct outreach to *resilience youth* and youth from the surrounding community and maintain a balance within the student body
- h. Describe how Proposer intends to collect and analyze performance data and use data to drive improvement at the School
- i. Describe how Proposer intends to recruit teachers and other staff and faculty, and describe any proposed professional

development programs to help ensure teachers can provide the best possible instruction to students

2. Provide comprehensive evidence of the Proposer's successful management of academic and non-academic operations of the Proposer's school(s). Please include:
 - a. A list and brief descriptions of all schools under Proposer's management
 - b. A summary of performance data that assesses student growth and achievement in math and English language arts for all student groups

- c. Comparative data from all other school(s) in Proposer's portfolio
- d. Evidence of successes working with similar student populations
3. Describe the school's governance structure, including supervisory, advisory, and other relationships among and between the school's governing board, committees, key personnel, and/or parent/stakeholder councils, organizations or positions. Describe major roles and responsibilities, within the governance structure, of the school's governing board and executive-level employees (e.g. Chief Executive





Officer, Chief Administrative Officer, Chief Financial Officer, Executive Director, and/or Director/Principal)

4. Describe the Proposer's experience providing a vocational and college readiness programs to *resilience youth*
5. Proposers must specify if they plan to operate a 100% boarding school, or hybrid that allows for day students as well. Describe the rationale for such a structure

4.7 Financing Strategy

The Proposer must demonstrate ability to finance construction and operation of the School. Please include:

1. A description of the proposed financing structure, including organizational charts and/or flow charts if applicable
2. A detailed description of the Proposer's financial capacity, including, but not limited to, operating reserves, capital reserves, and monies raised through capital campaigns for other facilities and operations. To the extent possible, the Proposer to identify which entities will be providing construction completion guarantees and which will provide permanent loan guarantees

3. A proforma construction budget with cost estimates, and justifications for the cost estimates, using the Project Budget Worksheet attached hereto as Exhibit C. The Proposer must demonstrate access to funds to pay for all needed preconstruction work for the proposed project (including, but not limited to, architects, engineering, planning/entitlements, impact and permit fees, etc.). The County will give scoring weight to applications demonstrating the most certain access to those funds
4. A description of any proposed capital campaign(s), third party financing, bond financing, grant monies, equity and other sources of funds the Proposer intends to use to finance the proposed project, as well as:
 - a. The sources and uses of funds table as contained in the "Funding Sources" Section



- b. Identify any requirements, restrictions, or conditions (precedent or subsequent) to the sources of funds
 - c. Identify which entities will be providing construction completion guarantees and which will provide perm loan guarantees
 - d. To the extent proposal relies on a pending capital campaign, evidence of successful prior capital campaigns and/or evidence of Proposer's ability to fulfill the proposed capital campaign for the project
 - e. If third-party financing is proposed, letter(s) of interest from potential lender(s), tax credit allocatees, investors, etc.
5. Description of prior construction projects or other relevant experience that supports the Proposer's ability to successfully finance, build and operate its proposed project. Include for each project cited: name, location, scope/ square footage, grade levels served, cost, financing sources, and other key team members

4.8 Operations and Budget

1. Operating budget narrative. Describe the main sources of operational support Proposer intends to rely upon, including public funds, loans or lines of credit, federal planning and

- implementation grants, private support, grants, fundraising events, and/or other sources. Be sure to describe any contingencies to receiving funds identified. Describe how non-ADA revenue projections are sufficient to meet operating needs, and how reserves are adequate (5% recommended minimum)
2. A completed income and expense proforma demonstrating the School's sources of funds for operations, illustrating ability to pay operating costs, and identifying any gap, for the first five years of operation
3. Provide a sample Fiscal Procedures Manual that describes the financial controls that will be in place at the School. Who will be the person managing School finances, if known, and what is his/her title and background?
4. Provide the last two complete audits from the Charter Management Organization (CMO), if available, or, if the CMO does not have audited financials, then please provide the last two years of audits from all schools in Proposer's portfolio. Audits must be provided in electronic format (e.g., flash drive or CD)
5. Provide the last set of financials presented to the school's governing board and the CMO's governing board, if applicable. The financials for the CMO should include all of the schools managed by the CMO, if applicable

4.9 Student, Family and Community Outreach and Engagement Strategy

1. Describe the community the School will serve and how the School will serve all its students. Include an analysis of the strengths, assets, values and critical needs of the community and the School's ability to serve a diverse population
2. Describe how and when the Proposer will engage with both the nearby community and population to be served by the School during the predevelopment and construction periods
3. Describe the Team's experience in developing collaborative relationships, including community-based organizations, local community stakeholders, and other strategic partners, to meet County's vision and community needs
 - a. Discuss how the School's proposed educational plan will meet community needs and aspirations. How will the School inform and engage parents with limited English?
 - b. How will the School recruit students from the surrounding community?
 - c. How will the School establish relationships with entities listed in Section 3.3 in order to generate referrals for *resilience youth* living

outside the surrounding community?

4. Describe opportunities for the School to engage with the other elements of the proposed mixed-use development, including the proposed transit vocational center

4.10 References

List five references – either stakeholders or agencies – served by Charter and/or public boarding schools operated by Proposer during the past three years. References must include:

1. Agency/Stakeholder
2. Business/Organization Type
3. Address
4. Contact Person - The person should be an individual with direct knowledge of contract and service performance. Include Contact Name, Title, Address, Telephone, and Email Address. (Not included in total page count)



5.0 EVALUATION CRITERIA



5.0 EVALUATION CRITERIA

Proposals in response to this RFP will be reviewed and scored for their relative strengths and weaknesses based on the responses to Section 4 above. The following criteria are representative of the evaluation each element of the proposal will undergo, and are weighted according to the County's priorities.

5.1 Threshold Requirements

1. Proposals must be complete and responsive to all items identified in this RFP
2. The Prime Proposer must be a charter operator who has operated at least one

school for two (2) or more complete academic years and who currently operates at least one charter school in good standing in their jurisdiction(s) and a developer with relevant experience and capacity to deliver the School

3. The Prime Proposer must be a nonprofit organization or a public entity

A written submittal to this RFP will be the primary basis on which the County will consider its award for the contract. Therefore, Proposers should be thorough, detailed and as concise as possible when responding to each proposal item and assembling a proposal. In the written proposal, Proposers must include responses to all proposal

items requested and Proposer's concept must be aligned with the proposed development. Proposers will not be able to add to or modify their proposals after the proposal due date. The County may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies, and the proposal must be responsive to Sections A to F of Section 5.2 of this RFP.

In submitting the proposal, the Proposer agrees the proposal will remain valid for 180 days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement.

5.2 Evaluation Criteria

EVALUATION CRITERIA (In weighted order)	MAXIMUM POINTS
Team	20
Facilities Concept	15
Academic Program	30
Financing Strategy	10
Operations and Budget	15
Student, Family and Community Outreach and Engagement Strategy	10
Administrative Requirements	PASS/FAIL

A. Team (20%)

1. The Proposer includes key members demonstrating strong expertise and capacity in both development and operation of a charter school
2. The Proposer has provided a credible plan to assemble and engage all necessary team members
3. The Proposer has experience working successfully with local and state regulators

B. Facilities Concept (15%)

1. The proposed design supports the proposed academic program, satisfies the requirements of the Transit Priority Project development parameters and complements

the surrounding community.

2. The proposed design is innovative and supports the School's mission to provide STEAM and infrastructure-focused academic program
3. The development schedule is phased appropriately, realistic and evidences the Proposer's grasp of the necessary elements of predevelopment and construction, including entitlements and permitting requirements

C. Academic Program (30%)

1. The Proposer demonstrates experience running similar school programs successfully, with excellent student outcomes
2. The proposer demonstrates a comprehensive grasp of the requirements for operating a 24-hour boarding school learning environment and shows its ability to implement and operate this school
3. The education plan is responsive to community needs, County vision and the proposed development concept
4. The Proposer's plan shows a commitment to academic achievement and improvement over time for all student groups. The Proposer's plan for data collection and analysis provides for these outcomes

D. Financing Strategy (10%)

1. The proposed plan evidences the Proposer's ability to fund pre-construction activities immediately upon award
2. The Proposer clearly demonstrates ability to provide or obtain its proposed financing for its project
3. The reasonableness of the proposed Project Budget (assumptions of construction costs and timeline)
4. The reasonableness and feasibility of the proposed Project as completed operating budget
5. Prior construction experience or other relevant experience to effectuate the proposed plan
6. The sources of funds identified for construction are readily available (i.e. sources of funds identified for construction will be available in less than 1 year, will be available between 1-2 years; will be available between 2-3 years, or will be available between 3-5 years), noting the extent to which the sources of funds are not conditioned or restricted
7. Clarity of proposed financial structure and relative strength of proposed partners and/or lending institutions identified to provide such funding or other support

E. Operations and Budget (15%)

1. The budget is well-developed and feasible, and it accommodates a reasonable ramp-up period
2. Revenue and expense projections are supported by historical data
3. The budget reflects the school program as described in the Proposal
4. The budget narrative describes a process that ensures stakeholder involvement
5. The extent that the sources of operational support are stable and reliable from year to year or that a plan is in place to account for the inconsistency of sources
6. Non-ADA revenue projections are sufficient to meet operating needs
7. Reserves are adequate (5% recommended minimum)
8. Rigorous internal fiscal control procedures are documented
9. The audits provided provide evidence that school(s) managed by Proposer have performed successfully in the past two years
10. Audits do not show significant material deficiencies and weaknesses
11. The financial statements provide evidence that the CMO and its schools are currently financially sound

12. Financial statements illustrate that the CMO's cash position and net assets are positive

F. Student, Family and Community Outreach and Engagement Strategy (10%)

1. The Proposer has demonstrated a clear knowledge of the population to be served and has a plan catering to the diverse population of students
2. The Proposer has shown a history of working with the community which it serves and aligning its outreach, activities, and operations with community needs and expectations
3. The Proposer has shown a successful past experience and history of community engagement within the surrounding community or a similar community
4. The Proposer has described an effective plan to engage community members and school stakeholders (i.e., parents, students and teachers) in facilities planning
5. The Proposer has demonstrated a robust plan to engage parents, students and teachers in ongoing management



6.0 THE RFP PROCESS



6.0 THE RFP PROCESS

The County understands that preparation of proposals can be a resource-intensive process. The County also understands the scale of this project. In consideration of these factors and to encourage responses from qualified proposers, the County is utilizing a streamlined selection process and limiting response package requirements to essential information.

The timeline for this RFP is:

Release RFP	03/01/18
Registration Deadline for	
Proposers' Conference	03/19/18
Mandatory Proposers' Conference	03/21/18
Written Questions Due	03/22/18
Questions and Answers Released	03/30/18
Proposals Due by	
(2:00 PM Pacific Time)	04/25/18

6.1 RFP Proposers Conference and Questions

A Mandatory Proposers' Conference will be

held on 03/21/18. The Conference is open to all interested proposers (operators and developers), but Prime Proposers are required to attend this conference. Proposals submitted by Prime Proposers that do not attend the Mandatory Proposers' Conference will be disqualified.

Registration is required to attend the conference. Interested proposers may register by sending the name of their firm, attendee names and attendee email addresses to (kshelton@ceo.lacounty.gov) by 03/19/18. Additional details on the time and



location of the Conference will be sent by email to all registered attendees.

Questions regarding this RFP must be submitted through email by 03/22/18 with “Charter School Operator/Developer Questions” in the subject line and sent to kshelton@ceo.lacounty.gov. County responses to the questions will be released by 03/30/18. The County reserves the right to modify

questions and group similar questions to help improve clarity.

Proposers may request a solicitation requirement review as detailed in section 7.56 (Solicitation Requirements Review).

6.2 Proposal Submission

The response to this RFP shall be made according to the requirements set forth in Section 4.0, both for content and for sequence. Noncompliance with these requirements or misrepresentations may be cause for rejection of the proposal. Each proposing firm shall submit only one proposal. Proposals shall be submitted in the form of a single PDF file (if possible) by email to kshelton@ceo.lacounty.gov. Alternative file sharing services may be utilized if requested by the Proposer in advance of the submission deadline. Proposals must be received by 2:00 PM (Pacific Time) on 04/25/2018. Proposals received after this deadline will not be accepted or considered. The County does not assume responsibility for documents that are incorrectly submitted.

6.3 Proposal Package Evaluation

The County will assemble an Evaluation Committee, which will review proposal packages received based upon the criteria defined in Section 5.0 of this RFP.

6.4 Additional Information

Proposals may be disqualified if the County determines they are non-responsive to the RFP. Disqualified proposers will be notified in writing

and can request a disqualification review as described in section 7.57 (Disqualification Review). The County reserves the right to meet with Proposers to seek clarification and understand further details of their proposals. The County, at its sole discretion, may conduct interviews with the highest scoring Proposers. At an interview, Proposers would have the opportunity to answer questions from the Evaluation Committee as well as community stakeholders.

The County, at its sole discretion, may conduct

working meetings with the highest scoring Proposers. At a working meeting, Proposers would be able to meet with the Evaluation Committee to discuss their proposal package. The Proposer will have an opportunity to present its initial concepts and will receive input on perceived strengths and weaknesses of its proposal.

6.5 Selection of an Operator/Developer

Based on the review of the proposals by the Evaluation Committee, the Chief Executive Office will recommend the highest-rated

Proposer to the Los Angeles County Board of Supervisors for selection as the Operator/ Developer. Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of an Operator/Developer and the terms of any resultant agreement, and to determine which Operator/ Developer best serves the interests of the County. The Los Angeles County Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to select an Operator/Developer.



Non-select proposers will be notified and may request a proposed contractor selection review and County independent review as detailed in sections 7.58 (Proposed Contractor Selection Review) and 7.59 (County Independent Review Process).

6.6 Letter of Intent

The selected Proposer will be required to submit a Letter of Intent to the County outlining their proposal, including certain proposed terms and a high-level summary of the project.

6.7 Exclusive Negotiation Agreement

At the direction of the Board of Supervisors, the Operator/Developer and the County may execute an Exclusive Negotiation Agreement (ENA), which among other items, provides for an exclusive negotiation period during which final deal terms can be negotiated and documented in a lease agreement and associated agreements.

The initial negotiation period may be extended at the sole discretion of the County. If timely progress is not achieved during the exclusive negotiation period, the County may not extend and may subsequently enter into an exclusive negotiation

with the next highest-rated Proposer.

Should the parties negotiate satisfactory terms of the project during the ENA period including, but not limited to, a project description, development concept, County role in the development and project implementation, due diligence, entitlement approach, timeline, lease terms, and compensation structure, then at the conclusion of the ENA process, the County and Operator/ Developer will formalize deal terms through a lease agreement and associated agreements to guide the development of the site. Final project documentation will be executed upon receipt of all prerequisite approvals, at the discretion of the County Board of Supervisors.

6.8 General Process Guidelines

The County reserves all rights to cancel the selection process, change the selection process, or not select a Proposer.

This RFP and selection process does not constitute any type of offer and imposes no contractual or other liability on the County. There is no guarantee that a ground lease or other agreement will be consummated, or that anything will be developed.

The County reserves all rights with regard to this solicitation, including, but not limited to, the right to amend or modify this RFP, reject all proposals, extend any dates, or, subject to an ENA, initiate negotiations with the next highest rated Proposer if negotiations with the highest-rated Proposer do not result in an agreement.

Should the County not receive qualified proposals of interest by a submittal deadline, it reserves the right to extend that deadline until qualified proposals of interest are received. Proposers are responsible for ensuring submittals are actually received.

All materials submitted during any part of the selection process become the exclusive property of County. Submissions in response to this RFP become a matter of public record. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. The Proposer may designate portions of its submittals that contain proprietary data as "CONFIDENTIAL", but the County cannot guarantee that it will be able to enforce such confidentiality. The County shall not be responsible for any costs and/or obligations incurred by and/or on behalf

of a potential developer in preparing, submitting or otherwise participating in any part this RFP, the selection, documentation, or the development process in its entirety.

The County reserves the right to request clarifications or additional information from Proposers. Information included in this RFP is believed to be accurate but should be independently verified by potential Proposers prior to reliance upon.

The County will notify all proposers at the conclusion of the evaluation process prior to making a recommendation to the Board of Supervisors. All proposals will become a matter of public record when the final agreement is approved by the Board of Supervisors.

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

6.9 Process Integrity Guidelines

It shall be the policy of the County of Los Angeles to adhere to the following Process Integrity Guidelines during its selection of an Operator/ Developer team pursuant to this RFP.

Each Proposer is individually and solely responsible for ensuring compliance with the following specific Process Integrity Guidelines. This responsibility extends to the Proposer's employees, agents, consultants, lobbyists, affiliates, and all other parties or individuals engaged by Proposer or otherwise acting in concert with Proposer for purposes of developing or supporting the selection process.

1. This policy shall be operative from release of this RFP until such time as the Board of Supervisors meeting at which the County Los Angeles Board of Supervisor's awards an agreement
2. Collusive activities among separate Proposer teams are expressly forbidden and may result in immediate disqualification of all involved parties
3. Proposers are prohibited from offering promotional outreach, hospitality, gifts, or other like activities directed toward County staff, elected or appointed officials, or proposal reviewers

4. All communication related to the RFP with the County must be directed to the County's contact(s) identified in the RFP. Contacting any other County staff member, elected or appointed officials, or proposal reviewers may result in disqualification of the Proposer
5. Notwithstanding the restrictions on communications set forth in bullets 3 and 4 above, nothing in this policy is intended to restrict or prohibit proposers from communicating with County staff and officials during an open and public County Board of Supervisors meeting, or Proposer presentations
6. Any and all information provided by Proposers during any part of the RFP, selection, or documentation process shall be factually correct
7. Proposers are informed of this policy and are required to provide written acknowledgement and acceptance of these guidelines. Any evidence which indicates a Proposer has failed to comply with the Process Integrity Guidelines described herein may result in that Proposer's disqualification
8. Any questions regarding the Process Integrity Guidelines shall be in writing and shall be transmitted by mail to the County's contact(s) identified in the RFP

7.0 COUNTY STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS

7.0 STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS

Below are the standard County terms and conditions for the Proposers' reference.

7.1 Assignment and Delegation/Mergers or Acquisitions

7.1.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

7.1.3 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

7.1.4 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, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

7.2 Authorization Warranty

7.2.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent, who has

actual authority to bind the contractor to each and every term, condition, and obligation of this Contract, and that all requirements of the contractor have been fulfilled to provide such actual authority.

7.3 Budget Reductions

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

7.4 Complaints

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

7.4.2 Complaint Procedures

7.4.2.1 Within 90 business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

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

7.4.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within 30 business days for County approval.

7.4.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

7.4.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 30 business days of receiving the complaint.

7.4.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7.4.2.7 Copies of all written responses shall be sent to the County's Project Manager

within seven (7) business days of mailing to the complainant.

7.5 Compliance with Applicable Law

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by

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

7.6 Compliance with Civil Rights Laws

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

7.7 Compliance with the County's Jury Service Program

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

7.7.2 Written Employee Jury Service Policy

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

7.7.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines

the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

7.7.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of

"contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

7.8 Conflict of Interest

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

7.8.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The

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

7.9 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

7.10 Consideration of Hiring GAIN-GROW Participants

7.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater

Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to (gaingrow@dpss.lacounty.gov) and (bsservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

7.11 Contractor Responsibility and Debarment

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

7.11.2 In chapter 2.202 of the County Code, the contractor is hereby notified that, in accordance with the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies

provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

7.11.3 The County may debar a non-responsive 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 contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

7.11.4 Contractor Hearing Board

7.11.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a

debarment hearing before the Contractor Hearing Board.

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

7.11.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.11.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

procedures as for a debarment hearing. 7.11.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.11.5 These terms shall also apply to subcontractors of County contractors.

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

7.12.1 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 E, 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 (www.babysafela.org).

7.13 Contractor's Warranty of Adherence to

County's Child Support Compliance Program

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

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

7.14 County's Quality Assurance Plan

7.14.1 The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis.

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

7.15 Damage to County Facilities, Buildings or Grounds

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

7.15.2 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 shall be repaid by the contractor by cash payment upon demand.

7.16 Employment Eligibility Verification

7.16.1 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

7.17 Facsimile Representations

7.17.1 The County and the contractor hereby

agree to regard facsimile 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, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

7.18 Fair Labor Standards

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

7.19 Force Majeure

7.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics,

quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

7.19.3 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.

7.20 Governing Law, Jurisdiction, and Venue

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

7.21 Independent Contractor Status

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

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

contractor.

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

7.22 Indemnification

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

7.23 General Provisions for all Insurance Coverage

7.23.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been

met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

7.23.2 Evidence of Coverage and Notice to County

7.23.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

7.23.2.3 Certificates shall identify all

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

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

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

County of Los Angeles
To Be Determined

7.23.2.6 Contractor also shall promptly report to County any injury or property

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

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

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

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

7.23.6 Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the

County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

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

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

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

modification of the Required Insurance.

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

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

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

7.23.13 Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO

(Insurance Services Office, Inc.) Separation of insureds provision with no insured versus insured exclusions or limitations.

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

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

7.24 Insurance Coverage

7.24.1 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

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

7.24.3 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

7.24.4 Unique Insurance Coverage

7.24.4.1 Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

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

property shall be insured for their full replacement value.

7.24.4.4 Intentionally Omitted

7.24.4.5 Technology Errors & Omissions Insurance. Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: 1) systems analysis; 2) systems programming; 3) data processing; 4) systems integration; 5) outsourcing including outsourcing development and design; 6) systems design, consulting, development and modification; 7) training services relating to computer software or hardware; 8) management, repair and maintenance of computer products, networks and systems; 9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; 10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

7.24.4.6 Privacy/Network Security (Cyber) Liability. Insurance coverage providing protection against liability for: 1) privacy breaches [liability arising from the loss or

disclosure of confidential information no matter how it occurs]; 2) system breach; 3) denial or loss of service; 4) introduction, implantation, or spread of malicious software code; 5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

7.24.4.7 Miscellaneous Coverage. Garage, Builder's Risk, Installation Floater, Owners and contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

7.25 Liquidated Damages

7.25.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the

contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

7.25.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall 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.

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

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

7.26 Most Favored Public Entity

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

7.27 Nondiscrimination and Affirmative Action

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

7.27.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

7.27.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall 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.

7.27.4 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.

7.27.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

7.27.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

County that the contractor has violated the anti-discrimination provisions of this Contract.

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

7.28 Non Exclusivity

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

7.29 Notice of Delays

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

7.30 Notice of Disputes

7.30.1 The contractor shall bring to the attention of the County's Project Manager

and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

7.31 Notice to Employees Regarding the Federal Earned Income Credit

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

7.32 Notice to Employees Regarding the Safely Surrendered Baby Law

7.32.1 The contractor shall notify and provide to its employees, and shall 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 E, Safely Surrendered Baby Law of this Contract. Additional information is available at (www.babysafela.org).

7.33 Notices

7.33.1 All notices or demands required or

permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

7.34 Prohibition Against Inducement or Persuasion

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

7.35 Public Records Act

7.35.1 Any documents submitted by the contractor, all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract, as well as those documents which were required to be submitted in response to the Request

for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

7.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the 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.

7.36 Publicity

7.36.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the

contractor from publishing its role under this Contract within the following conditions:

7.36.1.1 The contractor shall develop all publicity material in a professional manner

7.36.1.2 During the term of this Contract, the contractor shall not, and shall 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 shall not unreasonably withhold written consent.

7.36.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

7.37 Record Retention and Inspection-Audit Settlement

7.37.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall

have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall 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 shall 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.

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

make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

7.38 Recycled Bond Paper

7.38.1 Consistent with the Board of Supervisors'

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

7.39 Subcontracting

7.39.1 The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

7.39.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

7.39.2.1 A description of the work to be performed by the subcontractor;

7.39.2.2 A draft copy of the proposed subcontract; and

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

7.39.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

7.39.4 The contractor shall remain fully

responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

7.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

7.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

7.39.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

7.39.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from

each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to: TBD

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

7.40.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

7.41 Termination for Convenience

7.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

7.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

7.41.2.1 Stop work under this Contract on the date and to the extent specified in such notice; and

7.41.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

7.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 7.37 (Record Retention and Inspection-Audit Settlement).

7.42 Termination for Default

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

7.42.1.1 Contractor has materially breached this Contract; or

7.42.1.2 Contractor fails to timely provide

and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

7.42.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

7.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 7.43.1, 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 shall 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 shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

7.42.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 7.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence

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

7.42.4 If, after the County has given notice of termination under the provisions of Paragraph 7.42 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 7.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 7.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to

Paragraph 7.41 (Termination for Convenience).

7.42.5 The rights and remedies of the County provided in this Paragraph 7.42 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.43 Termination for Improper Consideration

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

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

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

7.44 Termination for Insolvency

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

7.44.1.1 Insolvency of the contractor. The contractor shall 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:

7.44.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code.

7.44.1.3 The appointment of a Receiver or Trustee for the contractor.

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

7.44.2 The rights and remedies of the County

provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

7.46 Termination for Non-Appropriation of Funds

7.46.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

7.47 Validity

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

7.48 Waiver

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

7.49 Warranty Against Contingent Fees

7.49.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling

agencies maintained by the contractor for the purpose of securing business.

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

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

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

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

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

7.51.1 Failure of contractor to maintain compliance with the requirements set forth in

Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

7.52 Time Off for Voting

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

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

7.53.1 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 shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

7.54 Integrated Pest Management Program Compliance

7.54.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance with the Integrated Pest Management Program Compliance Certification that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 7.54 (Integrated Pest Management Program Compliance) and at (www.lacountyipm.org).

7.54.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are

appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

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

- The potential for pesticide-related surface water toxicity
- Proper use, handling, and disposal of pesticides
- Least toxic methods of pest prevention and control, including IPM
- Reduction of pesticide use

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

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

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

7.55 Prevailing Wage Requirements (Applies to the Development Contract Only)

7.55.1 These services will consist of both prevailing wage work and non-prevailing wage work. For project which is a public work as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR), the following provisions of this Section shall apply.

7.55.2 A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code section 1725.5.

7.55.3 The County shall not accept any bid nor award any contract without proof of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (<https://efiling.dir.ca.gov/PWCR/Search.action>) must be attached in applicable part of the bid package. The bid submitted by an unregistered contractor shall be basis for considering the bid non-responsive [with limited exceptions from

this requirement for bid purposes only under Labor Code section 1771.1].

7.55.4 An inadvertent error in listing an unregistered subcontractor pursuant to Labor Code section 1725.5 in a bid proposal shall be grounds for considering the bid non-responsive, unless:

1. The subcontractor is registered prior to the bid opening
2. Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5
3. The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code

7.55.5 All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

7.55.6 The prime contractor is required to post job site notices prescribed below:

8 Calif. Code Reg. §16451(d):
"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide

information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.”

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

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

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

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

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

7.55.7 In addition, electronic certified payroll records must be submitted to the County through an online system designated by the County.

7.56 Solicitation Requirements Review

7.56.1 Any person or entity may seek a Solicitation Requirements Review by a request to the Department conducting the solicitation. 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:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers

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

7.57 Disqualification Review

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

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

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

1. The person or entity requesting a Disqualification Review is a proposer
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination)
3. 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 shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 7.11 (Determination of Proposer Responsibility).

7.58 Proposed Contractor Selection Review

7.58.1 Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph 7.58 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and time frame as shall be specified by the Department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a proposer
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department)
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as

- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
 - d. Another basis for review as provided by state or federal law
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and time frame for requesting a County Independent Review. See Paragraph 7.59 (County Independent Review Process) below.

7.59 County Independent Review Process

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

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

1. The person or entity requesting a County Independent Review is a proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 7.58 (Proposed Contractor Selection Review) above.

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

	A&E	\$ -	Notes
	OTHER SOFT COSTS	\$ -	Notes
	FURNITURE & EQUIPMENT	\$ -	Notes

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

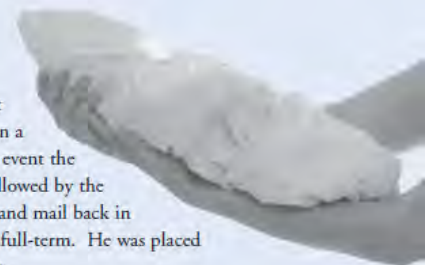
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

