



DEPARTMENT OF ARTS AND CULTURE

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR ARTS SERVICES FOR JUSTICE-IMPACTED ADULTS ARTS-CS-RFSQ-2023-02

February 7, 2023

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

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APPENDICES

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the proposal.
 - Form 1 Organization Questionnaire/Affidavit
 - Form 2 Minimum Requirements
 - Form 3 Applicant’s Debarment History and List of Terminated Contracts
 - Form 4 List of References
 - Form 5 Certification of Compliance
 - Form 6 Community Business Enterprise (CBE) Information
 - Form 7 Declaration

0 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

RFSQ Title	Arts Services for Justice-impacted Adults
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RFP Number	ARTS-CS-RFSQ-2023-02
Release Date	02/07/23
Written Questions Due by 5:00 P.M. PST	02/13/23
Questions and Answers Released via Addendum	02/15/23
Proposals Due by 5:00 P.M. PST	02/28/23
Arts and Culture Contact	Jacqueline Pimentel, Associate, Cross Sector Initiatives and Kim Glann, Manager, Cross Sector Initiatives cross-sector@arts.lacounty.gov

Purpose
The Los Angeles County (County) Department of Arts and Culture (Arts and Culture) is releasing this Request for Statement of Qualifications (RFSQ) to establish a diverse Prequalified List of artists, arts organizations, and other community-based organizations to provide healing-centered arts services designed to support justice-impacted adults and their families at County locations including adult reentry centers, parks, community centers, probation offices, and other sites operated by the County.

Term	Prequalified List will remain active for three (3) years with an option to extend the list for up to three (3) additional one-year terms.
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Minimum Requirements
Interested vendors must meet the following Minimum Mandatory Requirements to apply: <ul style="list-style-type: none"> • Must work or reside in Los Angeles County; • Demonstrate a minimum of three (3) years of experience within the past six (6) years providing arts services for justice-impacted adults. Types of services that vendor is interested and qualified to provide include: Guided Arts Instruction and Performances, Narrative Change, Mentorship, Creative Career and College Support, Community-Based Arts and Culture; and • Must not have unresolved disallowed costs in an amount over \$100,000.00, identified by the Auditor-Controller within the last 10 years.

1 INTRODUCTION

1.1 Purpose

The Los Angeles County (County) Department of Arts and Culture (Arts and Culture) seeks to establish a diverse Prequalified List of artists, arts organizations, and other community-based organizations to provide healing-centered arts services designed to support justice-impacted adults and their families at County locations including adult reentry centers, parks, community centers, probation offices, and other sites operated by the County.

1.2 Background

The mission of Arts and Culture is to advance arts, culture, and creativity throughout the County through such means as countywide arts education initiatives, commissioning and care for civic art collections, grants and professional development, free community programs, and cross-sector creative strategies that address civic issues.

The County recognizes that arts and culture strengthen the quality of life, health, resilience, and the social and economic development of our people and communities. The [Countywide Cultural Policy](#), which was adopted by the Board of Supervisors (Board) on June 23, 2020, serves as a roadmap for how the County and its departments can ensure that every resident has meaningful access to arts and culture, with a focus on cultural equity, diversity, inclusion, and access. Arts and Culture provides leadership and coordination across County departments to support the implementation of the Cultural Policy.

In December 2018, the Board passed the Investing in Justice-Involved Individuals Through the Arts [motion](#), directing Arts and Culture and other County agencies to develop recommendations for elevating and sustaining the arts as a criminal justice reform strategy. In March 2020, the Board adopted the goals of the [Countywide Plan for Elevating the Arts as a Criminal Justice Reform Strategy](#), which includes goals to provide arts services for justice-involved adults.

Since 2014, Arts and Culture, in partnership with the Probation Department, has contracted with community-based organizations to provide year-round healing-centered arts instruction for justice-involved youth. Since 2019, Arts and Culture has partnered with the Office of Diversion and Reentry (now the Adult Reentry Programs division of the new Justice, Care, and Opportunity Department) and the Department of Probation to embed arts-based healing strategies and programming into the Developing Opportunities Offering Reentry Solutions Center (D.O.O.R.S.), which provides reentry services to adults on felony probation supervision, their families, and the community.

1.3 Prequalified List Term

The term of the Pre-Qualified List will be three (3) years with up to three (3) one-year option periods. Option periods will be exercised at the Department's discretion.

The Pre-Qualified List will become effective upon the date of its execution by the Director of Arts and Culture or designee and expire after three (3) years, unless sooner extended or terminated.

2 SCOPE OF WORK

2.1 Types of Arts Services Needed

Arts and Culture, in partnership with the Adult Reentry Program of the newly formed Los Angeles County Justice, Care, and Opportunity Department (JCOD), intends to contract with artists, arts organizations, or other community-based organizations to provide the following types of arts services for justice-impacted adults including, but not limited to, individuals who have been incarcerated or detained in a prison or local jail, immigration detention center, or any other carceral setting, and those who have been under probation supervision:

- **Guided Arts Instruction and Performances:** Healing-centered and culturally diverse hands-on workshops, residencies, and performances that build skills in an art form, provide opportunities to create original work and tap into creative expression, enhance cognitive and social-emotional development, and provide hope and support to former gang-involved and justice-impacted adults. Art forms may include but are not limited to the visual arts (e.g., painting, drawing, photography), theater, music and drum circles, poetry and literary arts, spoken word and storytelling, movement and dance, podcasts, and multimedia (e.g., video, digital arts). Programming should support health and well-being, family healing and reunification, resilience, and transformation, and complement social services being provided by County partners and social service organizations that work with justice-impacted adults in County settings.
- **Narrative Change:** Engage justice-impacted adults in creative writing, poetry, podcasting, storytelling, songwriting, and other arts-based approaches that support social emotional well-being, reframe stereotypes, ignite self-discovery, and empower self-identity.
- **Mentorship:** One-on-one mentoring and professional development for justice-impacted adults interested in the arts and creative economy.
- **Creative Career and College Support:** Connect justice-impacted adults with pathways to college and careers in the arts and creative economy and build career readiness through training, internships, and other opportunities.
- **Community-based Arts and Culture:** Connect justice-impacted adults to arts and culture organizations based in their communities and empower and inspire them to engage in the arts beyond County sites.

2.2 Sample Agreement: County Terms and Conditions

Contractor will be expected to comply with the requirements outlined in Appendix A (Sample Contract) of this RFSQ.

Titles, captions, and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend, or otherwise describe the scope or any provision of this solicitation.

3 MINIMUM QUALIFICATIONS

Interested and qualified individuals and organizations that meet the Minimum Qualifications stated below are invited to submit a Statement of Qualifications (SOQ).

- 3.1** Applicant must work or reside in Los Angeles County.
- 3.2** Applicant must have three (3) years of experience within the past six (6) years providing arts services for justice-impacted adults equivalent or similar to the Services stated in Paragraph 2.1 (Types of Arts Services Needed). The SOQ should include knowledge of, experience in, and approach to healing-centered arts programming for justice-impacted individuals.
- 3.3** Applicant should indicate the types of services, as described in Paragraph 2.1 (Types of Arts Services Needed) that they are interested in and qualified to provide (indicate all that apply):
 - Guided Arts Instruction and Performances
 - Narrative Change
 - Mentorship
 - Creative Career and College Support
 - Community-Based Arts and Culture
- 3.4** If applicant's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, applicant must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- 3.5 New Firm Eligibility**

Applicant may submit an SOQ in the event that they have not been in business for the minimum number of years required in Paragraph 3.2 above. Applicant may qualify if the applicant's principals, partners, or officers personally meet the minimum qualifications from previous organizations. Applicant must explicitly state that they are seeking to qualify under this provision.

4 APPLICATION PROCESS AND STATEMENT OF QUALIFICATIONS

This section contains key project dates and activities, and submission requirements and instructions.

4.1 Timetable

EVENT	DATE/TIME
Release of RFSQ	02/7/23
Written Questions Due by 5:00 P.M. PST	02/13/23
Questions and Answers Released (Subject to change at County's sole discretion)	02/15/23
Proposals Due by 5:00 P.M. PST	02/28/23

4.1.1 It is the sole responsibility of the submitting applicant to ensure that the application is received before the submission deadline. Any applications received after the scheduled closing date and time will not be accepted.

4.2 Applicants' Questions

4.2.1 Applicants may submit written questions regarding this RFSQ by email to Jacqueline Pimentel, Associate, Cross Sector Initiatives or Kim Glann, Manager, Cross Sector Initiatives at cross-sector@arts.lacounty.gov. All questions must be received by the date and time specified in Paragraph 4.1 (Timetable) above. All questions, without identifying the submitting individual, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

4.2.2 When submitting questions, please specify the RFSQ, paragraph number, and page number and quote the language that prompted the question. County reserves the right to group similar questions when providing answers.

4.3 Application Process

Interested parties will be required to apply using Arts and Culture's online application portal on the Survey Monkey Apply platform, using the following link:

https://apply-lacdac.smapply.io/prog/RFSQ_arts_services_for_justice-impacted_adults

Instructions for First Time Applicants:

1. Create an account using the green REGISTER button.
2. Fill-out your account information.
3. Once you verify your email, please make sure to use the LOG IN button to re-access the application platform.

4.4 Statement of Qualifications (SOQ)

All SOQs must be submitted via Arts and Culture’s online application portal, as described above in Paragraph 4.3 (Application Process). Any SOQ that deviates from this format may be rejected without review at the County’s sole discretion.

4.4.1 Qualifications and Interest

The following sections must be included:

4.4.1.1 Background, Experience, and Organizational Capacity

Provide a summary of relevant experience within the past six (6) years that demonstrate that applicant meets the Minimum Qualifications stated in Section 3 of this RFSQ and has the capability to perform the required services as an individual or organization. Include location where services were rendered, length of service, and community served. Include knowledge of, experience in, and approach to healing-centered arts programming for justice-impacted individuals. Describe your capacity to support the programmatic work and administrative functions related to Section 2.1 (Types of Arts Services Needed). Include information on the number of full and part-time employees and subcontractors, if any, and a breakdown of their roles. Include brief biographies of applicant’s principals and/or partners that summarize their experience, education, and credentials, etc.

Page Limit: Five (5) pages maximum

Acceptable file formats: PDF and Word Documents.

4.4.1.2 Work Samples

Provide a minimum of two (2) and no more than five (5) total work samples that demonstrate the quality and type of services provided by applicant, serving similar populations in similar settings. Acceptable file formats include JPEG, PDF or Microsoft Word.

4.4.1.3 Applicant’s References

Applicant must complete and include Form 3 (Applicant’s Debarment History and List of Terminated Contracts) and Form 4 (List of References), as set forth in Appendix B (Required Forms).

- 1) List of References, Form 4
Applicant must provide two (2) references where the same or similar scope of services were provided.
- 2) Applicant’s Debarment History and List of Terminated Contracts, Form 3

Listing must include contracts terminated within the past three (3) years with a reason for termination.

County may disqualify a proposer as non-responsive and/or non-responsible if:

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

In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in applicant being disqualified.

4.4.1.4 Pending Litigation and Judgments

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

4.5 Required Forms and Corporate Documents

4.5.1 Application must include all completed, signed, and dated forms identified in Appendix B (Required Forms). All forms must be completed in Arts and Culture's online application portal on the Survey Monkey Apply platform. See Section 7 of this RFSQ (Notifications to Applicants) for details about these forms.

- Form 1 Organization Questionnaire/Affidavit
- Form 2 Minimum Requirements
- Form 3 Applicant's Debarment History and List of Terminated Contracts
- Form 4 List of References
- Form 5 Certification of Compliance
- Form 6 Community Business Enterprise (CBE) Information

4.5.2 Corporate Documents

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

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

Required Documents:

1. Corporations (including 501(c)(3) and Limited Liability Company (LLC)):

Applicant must submit the following documentation:

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

2. Limited Partnership:

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

4.6 Truth and Accuracy of Representations

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

5 SELECTION PROCESS AND WORK ORDERS

5.1 Selection Process

The County reserves the sole right to judge the contents of the applications submitted pursuant to this RFSQ and to review, evaluate, and select the successful applicants for the Prequalified List.

Evaluation of applicants will be made by an Evaluation Committee selected by Arts and Culture. The Committee will use the evaluation approach described in this RFSQ to select artists, arts organizations, and community-based organizations for the Prequalified List.

The evaluation process will be conducted in three stages:

- Stage 1: Audit of required documents (Pass/Fail)
- Stage 2: Evaluation of Statement of Qualifications and adherence to Minimum Requirements (Pass/Fail)
- Stage 3: Final Selection

5.2 Stage 1: Audit of Required Documents (Pass/Fail)

The County will conduct an audit to ensure that the Statement of Qualifications and all Required Forms and Corporate Documents, if applicable, have been completed, signed, and submitted in the proper format as outlined in Section 4 (Application Process and Statement of Qualifications) of this RFSQ.

This stage of the evaluation is scored on a “Pass” or “Fail” basis. Applications that are incomplete will be assigned a score of “Fail,” shall be disqualified, and shall not proceed to the next phase of the process.

Applications that pass Stage 1 will proceed to Stage 2.

5.3 Stage 2: Evaluation of Statement of Qualifications and Adherence to Minimum Requirements (Pass/Fail)

This stage of the evaluation is scored on a “Pass” or “Fail” basis. Statements of Qualifications that demonstrate applicants meets or exceed the Minimum Qualifications as stated in Section 3 of this RFSQ and that demonstrate applicants’ capability to perform the types of services described in Paragraph 2.1 (Types of Arts Services Needed) will receive a score of “Pass.”

SOQs that are incomplete or do not demonstrate that applicant meets the Minimum Requirements as stated in Section 3 of this RFSQ will be assigned a score of “Fail,” and shall not proceed.

5.4 Stage 3: Final Selection

Applicants that Pass Stages 1 and 2 will be invited to be on the Prequalified List of artists, arts organizations, and community-based organizations to provide healing-centered arts services designed to support justice-impacted adults.

5.5 Work Orders

The County will solicit Work Orders to the Prequalified List for each project. Work Order submissions will be evaluated based on experience, approach, project alignment, timeline, and cost. Contracts will be awarded to the applicant who best meets the needs of the solicited project.

6 COUNTY'S RIGHTS AND RESPONSIBILITIES

6.1 Representations Made Prior to Contract Execution

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

6.2 County's Option to Reject Applications

Applicants are hereby advised that this RFSQ is a solicitation for applications only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. Placement on the Prequalified List does not constitute an offer to contract or promise for remuneration or recognition and does not guarantee any minimum amount of business. The County may, at its sole discretion, reject any or all applications submitted in response to this RFSQ or may, in its sole discretion, reject all applications and cancel this RFSQ in its entirety. The County will not be liable for any costs incurred by the applicant in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted application.

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

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

6.4 Background and Security Investigations

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

7 NOTIFICATION TO APPLICANTS

This section provides information about how to comply with various County requirements for all contractors, including instructions on how to complete forms found in Appendix B.

7.1 Notice to Applicants Concerning the Public Records Act

7.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, applicant's application will become a matter of public record when Arts and Culture releases a copy of the application in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

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

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

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

7.2 Contact with County Personnel

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

Jacqueline Pimentel, Associate, Cross Sector Initiatives or
Kim Glann, Manager, Cross Sector Initiatives, at
cross-sector@arts.lacounty.gov

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

7.3 Mandatory Requirement to Register on County's WebVen

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 individual or 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/>

7.4 Protest Policy Review Process

7.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest) any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 7.4.3 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

7.4.3 Grounds for Review

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

7.4.3.1 Disqualification Review (referenced in Paragraph 9.1)

7.4.3.2 Department's Proposed Contractor Selection Review (referenced in Paragraph 9.2)

7.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of individuals or organizations for this RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by an applicant or have any other direct or indirect financial interest in the selection of applicants for the Prequalified List. Applicant must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Form 3 (Certification of Compliance) of Appendix B (Required Forms).

7.6 Determination of Applicant Responsibility

7.6.1 A responsible applicant is an applicant 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 applicants.

- 7.6.2** Applicants are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the applicant is responsible based on a review of the applicant's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the applicant against public entities. Labor law violations which are the fault of the subcontractors and of which the applicant had no knowledge must not be the basis of a determination that the applicant is not responsible.
- 7.6.3** The County may declare an applicant to be non-responsible for purposes of this RFSQ if the Board of Supervisors, in its discretion, finds that the applicant 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 applicant's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 7.6.4** If there is evidence that an applicant on the Prequalified List may not be responsible, the Department will notify the applicant in writing of the evidence relating to the applicant's responsibility, and its intention to recommend to the Department Director that the applicant be found not responsible. The Department will provide the applicant and/or the applicant's representative with an opportunity to present evidence as to why the applicant should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 7.6.5** If the applicant presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Department Director. The final decision concerning the responsibility of the applicant will reside with the Department Director.
- 7.6.6** These terms will also apply to proposed subcontractors of applicants on County contracts.

7.7 Debarment

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

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

7.8 Gratuities

7.8.1 Attempt to Secure Favorable Treatment

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

7.8.2 Notification to County

An applicant must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor Controller's Employee Fraud Hotline at (800) 544 6861. Failure to report such a solicitation may result in the applicant's submission being eliminated from consideration.

7.8.3 Form of Improper Consideration

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

7.9 Notice to Applicants Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes

certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each applicant to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the applicant is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

7.10 Consideration of GAIN-GROW Participants for Employment

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

7.10.2 Applicants who are unable to meet this requirement will not be considered for this solicitation. Applicants must complete the Certification of Compliance, along with their application.

7.11 Jury Service Program

7.11.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both contractors and their subcontractors.

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

7.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance by completing the Certification of Compliance. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service

Program, then the contractor must so indicate in the Certification of Compliance and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

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

7.13 Defaulted Property Tax Reduction Program

7.13.1 Any prospective contracts arising from this solicitation are subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should reference the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

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

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

7.14 Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking

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

7.14.2 Contractors are required to complete the Certification of Compliance, certifying that they are in full compliance with the County’s Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 4.6 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of Exhibit A (Standard Terms and Conditions). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

7.15.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the contracting department.

7.15.2 Upon contract award or at the request of the Auditor-Controller (A-C) and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

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

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

7.16.2 Contractors are required to complete the Certification of Compliance, certifying that they, and their subcontractors, are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

7.17 Prohibition from Participation in Future Solicitation(s)

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

7.18 COVID-19 Vaccinations of County Contractor Personnel

Applicants are advised that they must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Applicants are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to applying. A completed COVID-19 Vaccination Certification of Compliance is a required part of any agreement with the County.

7.19 Community Business Enterprise Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County must be reflected in Exhibit 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Vendors must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and

other services under this contract. The Vendor must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program and for additional information, visit the Department of Consumer and Business Affairs website at <https://dcba.lacounty.gov/community-business-enterprise>.

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

8 PROTEST PROCESS OVERVIEW

8.1 Solicitation Requirements Review

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

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

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

8.2 Disqualification Review

An application 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 an application is disqualified due to non-responsiveness, the Department will notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the applicant 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:

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

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

Applicant can also be disqualified for Paragraph 7.6 (Determination of Applicant Responsibility).



APPENDIX A

SAMPLE CONTRACT

Los Angeles County Department of Arts and Culture Consultant Agreement #XXX

This Agreement ("Agreement") is entered into and effective as of this day _____ ("Effective Date"), by and between the County of Los Angeles ("County"), a body corporate and politic of the State of California, by and through its Los Angeles County Department of Arts and Culture ("Arts and Culture"), on the one hand, and:

VENDOR

VENDOR ADDRESS

VENDOR CITY, STATE, ZIP

Project: Arts Services for the [DEPARTMENT NAME].

Term: The term of this Agreement will begin when executed by all parties hereto and it will end on [END DATE] ("Initial Term"). The term of the contract may be extended for up to three (3) additional one-year terms (Option Periods), based on initially contracted rates, at the sole discretion of the Director of Arts and Culture, subject to performance, needs and availability of additional funds.

Contractor Fee: The maximum sum payable during the Initial Term of this contract shall not exceed [CONTRACT AMOUNT] ("Contract Amount"). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this Agreement. The maximum sum payable during any Option Period shall be based on initially contracted rates. The County may increase the maximum amount payable during the Initial Term or any Option Period up to 10 percent to cover needed and increased services in the scope of work.

Insurance:

1. If Consultant will utilize a motor vehicle to perform any portion of the Scope of Work (Exhibit C), Consultant must obtain a policy of auto insurance that conforms to the requirements of Section 400 (Indemnification and Insurance) of the Standard Terms and Conditions attached hereto as Exhibit A ("Standard Terms"). The auto insurance policy limit must be equal to or exceed the California State minimum requirements for auto insurance liability.
2. In accordance with Section 400 (Indemnification and Insurance) of the Standard Terms, Consultant must obtain Commercial General Liability and name the County as an additional insured, and provide limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million

Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

It is further agreed that:

1. Kim Glann, Manager of Cross Sector Initiatives, will serve as primary contact for Arts and Culture.
2. Invoicing
 - a. Services. "Services" include those tasks, meetings, services and deliverables identified in the Scope of Work attached hereto as Exhibit C.
 - b. Costs. "Costs" consist of expenses incurred by Consultant related to or in the performance of this Agreement, including but not limited to mileage, parking, training and professional development, printing, equipment, video production, fees to engage other collaborators, and materials and supplies for meetings, services, and deliverables.
 - c. Once Agreement is executed, Consultant will submit invoices to Arts and Culture according to the following payment schedule:

Consultant Fees
Invoice #1 of [DOLLAR AMOUNT] due upon execution of Agreement
Invoice #2 of [DOLLAR AMOUNT] due MONTH XX, 20XX
Invoice #3 of [DOLLAR AMOUNT] due MONTH XX, 20XX
Invoice #4 of [DOLLAR AMOUNT] due MONTH XX, 20XX
Invoice #5 of [DOLLAR AMOUNT] due MONTH XX, 20XX
 - d. Consultant may invoice up to twenty-five thousand dollars (\$25,000) for project-related expenses allocated with approval by the Cross Sector Manager in advance and summary of items purchased, including materials and labor.
3. The County will not pay interest or finance charges on any outstanding balance.
4. Time will be of the essence regarding Consultant's performance of the terms and conditions of this Agreement.
5. In consideration of Consultant's services hereunder, Arts and Culture has an understanding with the [DEPARTMENT NAME].
6. Consultant agrees to be bound by the terms and conditions of this Agreement, and terms and conditions of Exhibit A ("Standard Terms and Conditions"), Exhibit B ("Addition to Standard Terms and Conditions"), and Exhibit C ("Scope of Work"), which are attached hereto and are part of this Agreement.
7. Arts and Culture with [DEPARTMENT NAME] in their sole discretion, will determine when a deliverable under this Agreement is acceptable. The County will have no obligation to pay for deliverables Arts and Culture and [DEPARTMENT NAME] deem unacceptable.

8. This Agreement may be terminated for convenience at any time, for any reason, or for no stated reason, by either Arts and Culture or Consultant, upon thirty (30) calendar days written notice sent to the other party, care of the address listed above.
9. In the event of litigation or other proceeding involving a dispute over the terms of this Agreement, the court or arbiter having jurisdiction over such litigation or proceeding will not construe this Agreement for or against either party based on which part drafted the Agreement.
10. Ownership of Materials: All materials created by Consultant pursuant to or related to this Agreement including, but not limited to, any and all writings, notes, designs, sketches, drawings, graphics, displays, still images, moving images, videos, music, computer files, data, hardware and/or software, will be the sole and exclusive property of the County. Consultant acknowledges that all services Consultant provides under this Agreement are provided as an independent contractor on a work-for-hire basis. Copyright and any other intellectual property right in any work resulting from or related to the performance of the services under this Agreement will vest and be held in the name of the County.

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IN WITNESS WHEREOF, the County of Los Angeles and Consultant have caused this Agreement to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____ Date: _____
Kristin Sakoda, Director
Department of Arts and Culture

CONSULTANT:

By: _____ Date: _____
[INSERT NAME], Consultant

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By: _____
Deputy

EXHIBIT A
STANDARD TERMS AND CONDITIONS

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1 DEFINITIONS

1.1 Contract

This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

1.2 Contractor

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

1.3 Statement of Work

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

1.4 Subcontract

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

1.5 Subcontractor

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

1.6 Board of Supervisors (Board)

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

1.7 County Project Manager

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

1.8 County Contract Project Monitor

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

1.9 County Project Director

Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

1.10 Day(s)

Calendar day(s) unless otherwise specified.

1.11 Contractor Project Manager

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

1.12 Fiscal Year

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

2 STANDARD ARTS AND CULTURE TERMS

2.1 Requisite Skills

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

2.2 Patent, Copyright, and Trade Secret Indemnification

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

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

2.2.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

2.2.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

2.2.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

2.2.2.4 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use

of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

3 STANDARD COUNTY TERMS

3.1 Compliance with Applicable Law

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

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

3.2 Compliance with Civil Rights Laws

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

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

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

3.3 Contractor's Charitable Activities Compliance

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

3.4 Prohibited Activity.

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

3.5 Liquidated Damages

- 3.5.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 3.5.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

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

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

3.6 Budget Reductions

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

3.7 Complaints

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

3.7.1 Complaint Procedures

3.7.1.1 Within 10 (ten) business days after the Contract effective date, the contractor must provide the County with the contractor's

policy for receiving, investigating and responding to user complaints.

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

3.8 County's Quality Assurance Plan

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

3.9 Contractor Responsibility and Debarment

3.9.1 Responsible Contractor

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

3.9.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the

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

3.9.3 Non-responsible contractor

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

3.9.4 Contractor Hearing Board

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

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

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

- 3.9.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 3.9.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 3.9.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 3.9.4.7** Subcontractors of Contractor. These terms will also apply to subcontractors of County contractors.

3.10 Damage to County Facilities, Buildings or Grounds

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

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

3.11 Publicity

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

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

3.11.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

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

3.12 Records

3.12.1 Public Records Act

3.12.1.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 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 will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

3.12.1.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned

documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

3.12.2 Record Retention and Inspection-Audit Settlement

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

3.12.2.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County’s Auditor Controller within thirty (30) days of the contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3.12.2.3 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 must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

3.13 Conflicts of Interest

3.13.1 Conflict of Interest

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

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

3.13.2 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other

party. No bar exists against any hiring action initiated through a public announcement.

3.13.3 Prohibition from Participation in Future Solicitation(s)

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

3.14 Employment Eligibility Verification

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

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

3.15 Independent Contractor Status

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

3.15.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

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

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

The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

3.16 Most Favored Public Entity

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

3.17 Non-Exclusivity

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

3.18 Nondiscrimination and Affirmative Action

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

3.18.2 Contractor certifies to the County each of the following:

- 3.18.2.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 3.18.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 3.18.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 3.18.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 3.18.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 3.18.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 3.18.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 3.18.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 3.18.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission

that the contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

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

3.19 Fair Labor Standards

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

3.20 Notices

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

3.20.1 Notice of Delays

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

3.20.2 Notice of Disputes

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

3.21 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention

Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

4 COMPLIANCE WITH COUNTY REQUIREMENTS

4.1 Drug Free Workplace Compliance

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

4.2 Warranty Against Contingent Fees

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

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

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

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

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

4.4 Time Off for Voting

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

4.5 Compliance with the County's Jury Service Program

4.5.1 Jury Service Program

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

4.5.2 Written Employee Jury Service Policy

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

4.5.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

4.5.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor

at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

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

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

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

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

4.7 Compliance with the County Policy of Equity

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

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

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

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

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

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

4.10 Consideration of Hiring GAIN-GROW Participants

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

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

4.11 Notice to Employees Regarding the Federal Earned Income Credit

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

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

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

4.12.1 Notice to Employees Regarding the Safely Surrendered Baby Law

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

4.13 Recycled Bond Paper

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

5 INDEMNIFICATION AND INSURANCE

5.1 Indemnification

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

5.2 General Provisions for all Insurance Coverage

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

this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in **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.

5.2.2 Evidence of Coverage and Notice to County

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

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

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

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

5.2.2.5 Certificates and copies of any required endorsements must be e-mailed to: admin@arts.lacounty.gov or sent to:

County of Los Angeles
Department of Arts and Culture

Name, Position
1055 Wilshire Boulevard, Suite 800
Los Angeles, CA 90017

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

5.2.3 Additional Insured Status and Scope of Coverage

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

5.2.4 Cancellation of or Changes in Insurance

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

5.2.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said

breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

5.2.6 Insurer Financial Ratings

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

5.2.7 Contractor's Insurance Must Be Primary

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

5.2.8 Waivers of Subrogation

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

5.2.9 Subcontractor Insurance Coverage Requirements

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

5.2.10 Deductibles and Self-Insured Retentions (SIRs)

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

5.2.11 Claims Made Coverage

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

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

5.2.12 Application of Excess Liability Coverage

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

5.2.13 Separation of Insureds

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

5.2.14 Alternative Risk Financing Programs

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

5.2.15 County Review and Approval of Insurance Requirements

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

5.3 Insurance Coverage

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

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

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

5.3.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which

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

5.3.4 Unique Insurance Coverage

5.3.4.1 Sexual Misconduct Liability

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

6 UNIQUE TERMS AND CONDITIONS

6.1 Local Small Business Enterprise (LSBE) Preference Program

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

- 6.1.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 6.1.2** The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 6.1.3** The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 6.1.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the

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

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

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

6.2 Social Enterprise (SE) Preference Program

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

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

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

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

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

6.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

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

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

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

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

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

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

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

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

7 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

7.1 COVID-19 Vaccinations of County Contractor Personnel

7.1.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

7.1.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

7.1.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the

requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by County.

7.1.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

7.1.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

7.1.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

7.1.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

7.1.4.4 In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

8 STANDARD CONTRACT TERMS

8.1 Force Majeure

8.1.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the

failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

9 Termination

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

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

9.2 Termination for Convenience

9.2.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

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

9.2.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

9.3 Termination for Default

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

9.3.1.1 Contractor has materially breached this Contract; or

9.3.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

9.3.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

9.3.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be

furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

9.3.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

9.3.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.4 Termination for Improper Consideration

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

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

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

9.5 Termination for Insolvency

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

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

the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

9.5.1.3 The appointment of a Receiver or Trustee for the contractor;
or

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

9.5.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.6 Termination for Non-Adherence of County Lobbyist Ordinance

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

9.7 Termination for Non-Appropriation of Funds

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

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

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

9.9 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this

paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.10 Amendments

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

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

9.10.3 The Department Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by Department Director or his/her designee.

9.11 Assignment and Delegation/Mergers or Acquisitions

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

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

9.11.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach

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

9.12 Subcontracting

- 9.12.1** The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 9.12.2** If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
 - 9.12.2.1** A description of the work to be performed by the subcontractor.
 - 9.12.2.2** A draft copy of the proposed subcontract; and
 - 9.12.2.3** Other pertinent information and/or certifications requested by the County.
- 9.12.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 9.12.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 9.12.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 9.12.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 9.12.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.12.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor

must ensure delivery of all such documents to the County Project Manager.

9.13 Governing Law, Jurisdiction, and Venue

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

9.14 Validity

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

9.15 Interpretation

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

9.16 Authorization Warranty

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

9.17 Entire Agreement

9.17.1 This Contract constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

9.17.2 Contractor warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

9.18 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via email or electronic signature, as legally sufficient

evidence that such legally binding signatures have been affixed to Amendments to this Contract.

10 Survival

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

- Paragraph 1.0 (Definitions)
- Paragraph 1.2 (Amendments)
- Paragraph 1.7 (Compliance with Applicable Law)
- Paragraph 1.21 (Force Majeure)
- Paragraph 1.22 (Governing Law, Jurisdiction, and Venue)
- Paragraph 1.24 (Indemnification)
- Paragraph 1.25 (General Provisions for all Insurance Coverage)
- Paragraph 1.26 (Insurance Coverage)
- Paragraph 1.27 (Liquidated)
- Paragraph 1.37 (Public Records Act)
- Paragraph 1.38 (Publicity)
- Paragraph 1.39 (Record Retention and Inspection-Audit Settlement)
- Paragraphs 1.43 through 1.48 (Termination Clauses)
- Paragraph 1.49 (Validity)
- Paragraph 1.50 (waiver)
- Paragraph 1.57 (Future Solicitations)
- Paragraph 2.1 (Patent, Copyright and Trade Secret Indemnification)
- Paragraph 3.0 (Survival)

APPENDIX B

REQUIRED FORMS

Forms

- 1 Organization Questionnaire/Affidavit
- 2 Minimum Requirements
- 3 Applicant's Debarment History and List of Terminated Contracts
- 4 List of References
- 5 Certification of Compliance
- 6 Community Business Enterprise (CBE) Information
- 7 Declaration

REQUIRED FORMS – FORM 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm's business structure:</p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____</p> <p>State if Incorporation: _____ Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____</p> <p>If other: Specify business structure name: _____</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>
4	<p>Has your firm done business as other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): _____</p> <p style="text-align: right;">Year(s) of Name Change</p>

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	

REQUIRED FORMS- FORM 2

MINIMUM REQUIREMENTS

Applicant acknowledges and certifies that it meets and will comply with the Minimum Qualifications indicated below and as stated in Section 3.0, Minimum Qualifications, of this Request for Statement of Qualifications.

No.	Minimum Requirement(s) (M/R)	Complies with M/R	
		YES	NO
1.	Work or reside in Los Angeles County		
2.	Demonstrate a minimum of three (3) years of experience within the past six (6) years providing arts services for justice-impacted adults. Types of services that vendor is interested and qualified to provide include: Guided Arts Instruction and Performances, Narrative Change, Mentorship, Creative Career and College Support, Community-Based Arts and Culture.		
3.	Vendor must not have unresolved disallowed costs in an amount over \$100,000.00, identified by the Auditor-Controller within the last 10 years.		

REQUIRED FORMS- FORM 3
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

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

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

REQUIRED FORMS- FORM 4
LIST OF REFERENCES

Proposer's Name: _____

Proposer must provide two (2) references where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

References:	
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS _____	ADDRESS _____
CITY/STATE/ZIP CODE: _____	CITY/STATE/ZIP CODE: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

REQUIRED FORMS- FORM 5

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> 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 <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:

REQUIRED FORMS– FORM 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

INSTRUCTIONS FOR COMPLETING FORM 6

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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

REQUIRED FORMS- FORM 7
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-6 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE: