



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**ANISH P. MAHAJAN, M.D., M.S., M.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Suite 806  
Los Angeles, CA 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

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April 11, 2024

**ADDENDUM NUMBER 1  
TO  
INVITATION FOR BIDS  
FOR  
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR  
UNINCORPORATED COMMUNITIES (ATP 6)  
IFB: #2024-005**

On March 21, 2024, the County of Los Angeles (County) Department of Public Health (Public Health) released Invitation for Bids (IFB) #2024-005 for Los Angeles County Pedestrian Plans for Unincorporated Communities (ATP 6) services.

The Addendum consists of two parts, as outlined below:

- **PART 1 - MODIFICATIONS TO THE IFB**
- **PART 2 – RESPONSES TO BIDDERS' QUESTIONS**

**PART 1 – MODIFICATIONS TO THE IFB**

As indicated in Subsection 4.1 of the IFB, County's Rights to Amend IFB, the County has the right to amend the IFB by written addendum. This Addendum Number 1 amends the IFB as indicated below (new or revised language is shown in **highlight** and deleted language is shown in ~~red-strikethrough~~ for easy reference).

1. IFB Section 2, General Information, subsection 2.3, Funding, is amended as follows:

“Public Health anticipates awarding one Contract at an estimated amount not to exceed \$425,000~~/year~~, for a 36-month term effective upon execution.

The available funds are an estimate and are subject to change. The amount of funding available to support these services is also subject to the availability of funds from local, State, and federal sources.”

2. IFB, Appendix A, Sample Contract, Section 13, is hereby amended to add Section 13.E as follows to reflect revisions made to insurance coverage requirements:

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

3. IFB, Appendix B, Required Forms, Exhibit 1, IFB Checklist, is deleted and replaced in its entirety with Exhibit 1 (Revised), IFB Checklist, attached hereto and incorporated into the IFB.

## **PART 2 - RESPONSES TO BIDDERS' QUESTIONS**

As indicated in Subsection 7.3 of the IFB, Bidders' Questions, questions received by the date and time indicated in Section 1, SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS, will be compiled with the appropriate answers and issued as an addendum to the IFB. This Addendum provides response to the question received.

### **IFB Section 2, GENERAL INFORMATION**

**Q1. Are the community engagement and CBO partners contracted through a different contracting mechanism? If so, are they already under contract, or will they be procured through a separate solicitation?**

**Does DPH anticipate needing an outreach sub or is the plan to use another contract mechanism to support the outreach process?**

A1. Other needed contracted community-based organization (CBO) or County partners are being procured through separate solicitations and will support outreach process.

**Q2. Can the County confirm that the Contractor is not expected to conduct community outreach as part of the resulting contract.**

A2. Per Section 2.2 of the IFB, Contractor is not expected to conduct community outreach as part of the resulting contract but will develop Pedestrian Plans informed by outreach and engagement activities led by separately contracted CBOs.

**Q3. Can the County confirm that the estimated contract amount is not to exceed \$425,000 per year or \$1,275,000 over the lifetime of the contract as listed in section 2.3.**

A3. Funding for the 36-month Contract term is \$425,000; please see Part 1 – Modifications to the IFB, above.

**Q4. Would the County DPH consider an extension of the proposal deadline?**

A4. At this time, the County is not considering an extension; bids are due on [insert date].

#### **IFB Section 3, BIDDER'S MINIMUM REQUIREMENTS**

**Q5. My question about the subject IFB relates to the Bidder's Minimum Mandatory Requirements. My qualifications and experience would clearly satisfy four the of the five requirements. Requirement 3.2, however, states the "Bidder must have completed a minimum of three active transportation plans containing pedestrian infrastructure and program components...". Would completion of three Local Roadway Safety Plans containing pedestrian infrastructure and program components satisfy this requirement? In addition, could I also cite developing project concept plans for an application submitted to the Active Transportation Program – Cycle 6 statewide competition (successfully funded) or concept plan development for Highway Safety Improvement Program applications as examples of similar planning? The nature of this work is identical to the work conducted in preparing Active Transportation Plans.**

A5. Preparation of Local Roadway Safety Plans would satisfy requirements of Section 3.2 of the IFB, but preparation of concept plans for funding applications would not.

**Q6. Do all members of the team need to meet the Minimum Mandatory Requirements or just the prime consultant?**

A6. No, only the Bidder must meet Minimum Mandatory Requirements.

#### **IFB Section 7, IFB REQUIREMENTS**

**Q7. Are Required Support Documents required for all members of a team or just the prime consultant? Do all members of the team need to complete all forms listed under Section C Required Forms or just the prime consultant?**

A7. Supporting documentation is only required for Bidders. Section 7.6.5 of the IFB, Required Forms, states: "Bidders must include the following forms as provided in Appendix B (Required Forms). Bidders must complete, sign and date all forms and if not submitted in Section B, submit in Section C."

**Q8. On page 25, the Bidder's References state to provide references for which the Bidder received grant funding for services. Does this mean projects where the Bidder provided grant funding services or projects that ultimately resulted in grant funding for a client?**

A8. Pursuant to Subsection 7.6.4.4 of the IFB, Bidder's References, "Bidder must provide five references, of contractual relationships, in which the Bidder received grant funding for services." Grant funding for a clients does not qualify as a reference.

**Q90. We consider insurance policies to be proprietary information. Can you confirm if certificates of insurance and endorsements are sufficient proof of coverage, or, under what circumstances would a full copy be requested?**

A9. A copy of a Certificate of Insurance satisfying all insurance requirements set forth in Appendix A (Sample Contract), Paragraphs 12 and 13, must be furnished as part of a bid and serves as sufficient proof of coverage.

**Q10. Will the County consider edits to the Sample Agreement including changes to the indemnity and insurance provisions for clarity and to ensure insurability?**

A10. Public Health will not consider any changes to indemnity or insurance requirements set forth in Appendix A (Sample Contract), unless otherwise indicated in Part 1 – Modifications to the IFB, above. Public Health will provide clarification on the indemnity and insurance provision, if requested.

**Q11. Is the County willing to accept the following modification to the Indemnity in order to make it negligence based, insurable, and bring it in accordance with CA Civil Code 2782.8?**

**INDEMNIFICATION: 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) to the extent arising from, pertaining to and/or relating to the negligence, recklessness, or willful misconduct of Contractor in the performance of this Contract, except for such loss or damage arising from the sole or active negligence or willful misconduct of the County Indemnitees.**

A11. No. The Contract to be awarded under the IFB does not qualify for design professional indemnity. The staffing plan does not include any requirement for a defined licensed profession under Civil Code 2782.8. The language for Indemnification remains as written in Appendix A (Sample Contract).

**Exhibit A, Statement of Work**

**Q12. Per section 5.2.1, can you clarify whether the County is looking for a project manager to be allocated full-time to this project (1 person dedicating 40-hours/week to this project alone) or a full-time employee who is assigned to this project and supported by a team of staff?**

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A12. Per Subsection 5.2 of EXHIBIT A – Statement of Work, the successful Bidder must appoint or designate a dedicated full-time employee as the project manager.

Pursuant to Section 4 of the IFB, COUNTY'S RIGHTS AND RESPONSIBILITIES, this Addendum Number 1 is being made available on the Department of Public Health Contracts and Grants Division website at <http://publichealth.lacounty.gov/cg/index.htm> and on the County's website at <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>.

Thank you for your interest in contracting with the County of Los Angeles. Except for the revisions contained in this Addendum Number 1, there are no other revisions to the IFB. All other terms and conditions of the IFB remain in full force and effect.

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