COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2513

PAUL HIGA
Chief Probation Officer

April 6, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVE CONTRACT WITH
MORRISON MANAGEMENT SPECIALISTS, INC.
FOOD SERVICES AT CENTRAL JUVENILE HALL
FOR THE PROBATION DEPARTMENT
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that food services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.

2. Approve and instruct the Mayor to sign the attached contract with Morrison Management Specialists, Inc., for the provision of food services at Central Juvenile Hall for the Probation Department at an estimated annual amount of $1,579,390 for the period of May 1, 2006 through April 30, 2007, with an option to renew for four additional 12-month periods. Funding for this contract is included in the FY 2005-06 Adopted Budget.

3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for four additional 12-month periods, at an estimated amount of $1,579,390 per term, upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract for any decrease or increase not to exceed 10% of the contract amount and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel. The Chief Probation Officer will notify the Chief Administrative Office in writing within 10 business days after execution.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions are to obtain approval of a contract (Attachment I) with Morrison Management Specialists, Inc., for food services at Central Juvenile Hall (CJH) for the Probation Department.

The Probation Department has contracted for the provision of food services at CJH since 1981. CJH is an institutional setting that has a unique work location. It is open seven days a week, 24 hours a day. The contractor's major function is to provide reliable food services that include the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at CJH. The contracted services must be performed in accordance with County standards and in a manner consistent with the long-range plans, goals and objectives of providing quality food at CJH.

The Probation Department provides oversight of the contractor and ensures accountability for the services provided. Approval of this contract will enable the Probation Department to continue receiving food services at CJH.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan, Organizational Goal #2: Workforce Excellence: Enhance the quality and productivity of the County workforce, Organizational Goal #3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented, and Organizational Goal #4: Fiscal Responsibility: Strengthen the County's fiscal capacity.

FINANCIAL IMPACT/FINANCING:

The estimated annual cost of this contract is $1,579,390. The annual savings to the County is estimated at $168,270 (See Attachment II). The price per meal at the meal range of 2100-2199 is $2.0060. Because the annual number of meals cannot be projected with certainty given the fluctuations of juveniles entering the system, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

Funding for this contract is included in the Department's FY 2005-06 Adopted Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1981, Probation has contracted for food services at CJH. The need for food services continues to exist at this location. The scope of work for this contract includes the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at CJH. The contractor will also be responsible for all related recordkeeping, housekeeping, and sanitation requirements. Approval of this contract will not replace County employees. The contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The Department has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at a cost less than the County.

Pursuant to County Code Chapter 2.121.330, the Probation Department conducted a competitive solicitation process, which included public notice. Such notice was given in sufficient time and was included in newspapers of general circulation and ISD's website.

There is no departmental employee relations impact as these services have been contracted since 1981. All requirements of Los Angeles County Code Section 2.121.380 have been met. The contract will not result in a reduction of County services.

The Department evaluated and determined that the Living Wage applies to the recommended contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a comprehensive Request for Proposals (RFP) process was utilized and issued on April 15, 2005. Through the solicitation and competitive negotiation process, approximately 70 letters were sent to service providers and advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department Web Site (Attachment V). As a result, nine potential providers requested copies of the RFP, nine potential providers attended the mandatory bidder's conference and two proposals were received.

A committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff and County retired staff reviewed a total of two proposals received on Tuesday, June 14, 2005. The proposals were evaluated using an initial screening "pass/fail" process, which was consistent with the Selection Process, and Evaluation Criteria set forth in the RFP.

The proposals submitted by Integrated Support Solutions, Inc., and Morrison Management Specialists, Inc., passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) plan for providing required services; 2) experience and capability; 3) references and history of any labor law violations; 4) quality control plan; and 5) proposed fee/price.

Morrison Management Specialists, Inc.'s, proposal received a high rating by the evaluation committee because it submitted a very responsive proposal that reflected an excellent understanding of the services to be provided. Morrison Management Specialists, Inc. outlined a quality plan and demonstrated they were experienced and capable of providing the required services. Morrison Management Specialists, Inc. was also the lowest cost proposal.

The Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

Consistent with the County's Protest Policy, Integrated Support Solutions, Inc., requested a County Review. After reviewing and hearing the protest at a public hearing held on December 7, 2005, the County Review Panel recommended no changes to the evaluation of ISSI's proposal. In February 2006, the Auditor-Controller initiated a review of the solicitation process at the request for the Third Supervisorial District. The Auditor-Controller reviewed the process and recommended no changes to the evaluation of the proposal.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services.

It is requested that the Executive Officer, Board of Supervisor, forward a copy of the executed contract to:

Probation Department
9150 E. Imperial Hwy, Rm. A66
Downey, CA 90242
Attention: Yolanda Young, Director
Contracts & Grants Mgmt. Division

Morrison Management Specialists, Inc.
1727 Axenty Way
Redondo Beach, CA 90278
Attention: Edward Clark, Project Director

Respectfully submitted,

ROBERT B. TAYLOR
Chief Deputy

RBT:vm
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Attachments (5)
c: Chief Administrative Officer
County Counsel

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MORRISON MANAGEMENT SPECIALISTS, INC., DBA MORRISION HEALTH CARE, INC.

FOR

FOOD SERVICES AT

CENTRAL JUVENILE HALL

May 1, 2006 – April 1, 2007

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UNIQUE EXHIBITS

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- L *LIVING WAGE ORDINANCE*
- M *MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS*
- N *PAYROLL STATEMENT OF COMPLIANCE*
- O *CONTRACTOR'S OBLIGATION UNDER HIPAA*

TECHNICAL EXHIBITS (P-DD)

Required at the time of contract execution:
- *Technical Exhibit Y:* CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- Technical Exhibit Z, if applicable: CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

MORRISION MANAGEMENT SPECIALISTS, INC., DBA

MORRISON HEALTH CARE , INC.

FOR FOOD SERVICES AT

CENTRAL JUVENILE HALL

This Contract and Exhibits made and entered into this ___ day of _____, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and MORRISON MANAGEMENT SPECIALISTS, INC., DBA MORRISON HEALTH CARE, INC. hereinafter referred to as CONTRACTOR. Morrison Management Specialists, Inc., 1727 Axenty Way, Redondo Beach, California 90278.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a continuing need to provide complete food services at Central Juvenile Hall, 1605 Eastlake Avenue, Los Angeles, California 90033: and

WHEREAS, the Contractor is a private firm specializing in providing Food Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Food services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; COUNTY is permitted to contract with private businesses to perform services when it is more economical to do so; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC and DD are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule
1.3 EXHIBIT C - Contractor's Proposed Schedule
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law
1.10 EXHIBIT J - IRS Notice 1015
1.11 EXHIBIT K - Listing of Contractors Debarred in LA County

Prop A - Living Wage Program:

1.12 *EXHIBIT L - Living Wage Ordinance*
1.13 *EXHIBIT M - Monthly Certification for Applicable Health Benefit Payments*
1.14 *EXHIBIT N - Payroll Statement of Compliance*

Health Insurance Portability & Accountability Act (HIPAA) Agreement:

1.15 EXHIBIT O - Contractor's Obligation Under HIPAA

Refers to Statement of Work:

1.16 EXHIBIT - Technical Exhibits P-DD

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Contract Project Monitor:** Person with responsibility to monitor this Contract. Responsibility for providing reports to County Contract Manager and County Program Manager.

2.5 **County Contract Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.

2.6 **County Program Manager:** Person designated by County to manage the operations under this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a twelve (12) month period commencing February 1, 2006 through January 31, 2007, unless sooner terminated or extended, in whole or in part, as provided in this Contract. It may be extended by the Chief Probation Officer and the authorized official of CONTRACTOR(s) by mutual agreement for four (4) additional 12-

month periods pursuant to Section 8.4 Changes Notices and Amendments.

4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

4.3 Contractor shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Probation.

5.0 CONTRACT SUM

5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total annual contract sum, inclusive of all applicable taxes shall not exceed **$1,579,390** as long as the total annual number of meals does not exceed 787,333. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.2 Additional food items will be paid by COUNTY at CONTRACTOR's cost (Exhibit G, Form 1) and if necessary and mutually agreed to, a charge for handling not to exceed 10%. Charges will be paid through separate invoice, listing quantity and price.

5.3 CONTRACTOR will be paid the contract fee as shown in Section 5.1 and 5.2 above, plus charges for any equipment or personal property purchased by the CONTRACTOR (Exhibit G, Form 1) as part of this contract which is to be paid for monthly, plus any sales tax reimbursement, less the cost of any surplus food provided by the COUNTY to the CONTRACTOR (Exhibit A, Section 2.18) and less any amount deducted for substandard performance as determined by the Performance Requirement Summary (Exhibit P).

5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of

same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to Probation Department at the address herein provided in *Exhibit E - County's Administration*.

5.6 No Payment for Services Provided Following Expiration/ Termination of Contract

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

5.7 Invoices and Payments

5.7.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, including the charges for additional food items and special nutritional food supplements and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

Payment to CONTRACTOR will be made monthly, in arrears, 30 days after submission of invoices and on approval of the invoices submitted, subject to auditing requirements of the COUNTY Auditor-Controller. All billing shall clearly reflect and provide reasonable detail of the services and amounts for which claim is made.

5.7.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.7.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.7.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

- ***Exhibit M - Monthly Certification for Applicable Health Benefit Payments***
- ***Exhibit N - Payroll Statement of Compliance***

5.7.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Tanya Fields, Program Manager
County of Los Angeles Probation Department
Central Juvenile Hall
1605 Eastlake Avenue
Los Angeles, CA 90033

5.7.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

5.8 Cost of Living Adjustments (COLA's)

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary

movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

5.9 Sales of meals and food products to the COUNTY in juvenile facilities may be eligible for exemption to sales tax as follows:

5.9.1 When the COUNTY is considered as reselling to the students (juveniles) because of the liability incurred by the relatives of the juveniles; or

5.9.2 When the COUNTY is considered as reselling to the U.S. Government under the Federal School Lunch Program.

5.9.3 COUNTY will cooperate with the CONTRACTOR in providing data on the actual number of meals which may be exempt from taxation during the contract. Payment shall be made by CONTRACTOR; however, COUNTY shall reimburse to CONTRACTOR any sales tax that is actually paid by CONTRACTOR.

5.9.4 Currently, the COUNTY estimates that at least 85% of all meals served may be eligible for the referenced exemptions. Proposals submitted in response to RFP shall contain calculations for the 8.25% sales tax based on 15% of the meals.

5.9.5 Except as herein expressly provided, COUNTY shall have no liability or responsibility for any taxes which may be imposed in connection with or responsibility for any taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR's performance hereunder.

5.9.6 The cost of any equipment purchased or facility repair or alterations required by CONTRACTOR, as outlined in EXHIBIT A, Section 12.3 shall be depreciated fully on a straight line basis over the period from the date of acquisitions by CONTRACTOR to the expiration date of 60 months following implementation of contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Manager

Responsibilities of the County's Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Program Manager

The responsibilities of the County's Program Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for the monitoring of this Contract. The Project Monitor provides reports to the County's Program Manager and Contract Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 Contractor's Project Director is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

CONTRACTOR(s) shall be responsible for ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR(s) shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

7.4.1 No personnel employed by the CONTRACTOR(s) for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment

and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.

7.4.3 COUNTY reserves the right to preclude the CONTRACTOR(s) from employment or continued employment of any individual for this contract service.

7.4.4 CONTRACTOR(s) and employees of the CONTRACTOR(s) shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial, to the Probation Department at its facility(ies).

7.4.5 The CONTRACTOR(s) shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct background investigation of CONTRACTOR'S employees at any time.

7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees the COUNTY will bill CONTRACTOR(s) to recover expense. The current amount is $32.00 per record check, which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR(s) shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR(s).

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", *Technical Exhibit Y*. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality, Agreement," Exhibit N, *Technical Exhibit Z*.

7.5.2 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.5.2.1 Employees of CONTRACTOR(s) shall be given copies of all cited code sections, and a form to sign (Refer to *Technical Exhibit AA*, "Confidentiality of CORI Information"), regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days.

7.6 Facility and Equipment

CONTRACTOR shall not use property and equipment under this contract for services not specified in Exhibit A, Statement of Work.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

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

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment

requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration of any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the even of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 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.

8.3 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared

and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

8.4.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR(s).

8.4.3 As used herein, the term "materially" is defined as being a change of more than (10%) ten percent of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

8.5 COMPLAINTS

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

Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

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

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 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, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of

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

2. For purposes of this Sub-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 $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this Sub-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 Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

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

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR 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 shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this

purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 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.

8.12.2 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 years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a 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.

8.12.4 Contractor Hearing Board

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

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

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

8.12.5 Written Request for Review

If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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 interest of the County.

8.12.6 Contractor Hearing Board Review

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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a period of termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.7 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in 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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. CONTRACTOR shall be responsible for the maintenance and repair of the interior of the kitchen, and pantries and serving areas under its exclusive use and control. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the

exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Technical Exhibit Y.* The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *"Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Technical Exhibit Z.*

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Venezia Mojarro, Contract Analyst
Los Angeles County Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, B-62
Downey, CA 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to,

expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the

Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with 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

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.
In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

8.24.4 **Professional Liability** If CONTRACTOR subcontracts services to a registered dietitian/nutritionist, such subcontractor shall also maintain Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act with limits of not less than $1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Department Head, 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. 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.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the Contractor over a certain time span, the Department Head 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 may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Technical Exhibit P*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said

amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

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

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While
the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of 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.

8.36 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

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

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any

auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the

purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

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

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

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

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

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

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Venzia Mojarro, Contract Analyst
Los Angeles County Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, Room B-62
Downey, CA 90242

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-

paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

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

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

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

- 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.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1,

the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Probation Department, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

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

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in

the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a

copy of which is attached as *Exhibit L* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or

a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the

Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit L and Exhibit M*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate,

complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at

least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

   b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

   c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. Contractor is not required to hire a retention employee who:

   a. Has been convicted of a crime related to the job or his or her performance; or

   b. Fails to meet any other County requirement for employees of a Contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLICATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protested Health Information as defined in *Exhibit O* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit O, Contractor's Obligations Under HIPAA.*

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect

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

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

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

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 shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently

marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.4.5 Notwithstanding any other provision of this Contract County will not be obligated to Contractor in any way under Sub-paragraph 9.4.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.5.1 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 Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

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

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

9.5.3 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 Contractor, in a manner for which the questioned product was not designed nor intended.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers on the day, month and year first above written.

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By_____

MORRISON MANAGEMENT SPECIALISTS, INC.,
DBA MORRISON HEALTH CARE, INC.

By Edward M Clark
Signature

Edward Clark
Print Name

Regional Vice President
Print Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Gordon W. Trask
Principal Deputy County Counsel

EXHIBIT A

Statement of Work

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The CONTRACTOR shall provide from 2,000 to 3,200 meals each day at Central Juvenile Hall (CJH). The anticipated average number of meals to be served per day is 2,157. This includes breakfast, lunch, dinner, night meals, sack lunches, barbecue meals and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figures due to unpredictable facility population.

2.0 SPECIFIC TASKS

2.1 The CONTRACTOR shall provide meals for breakfast, lunch and dinner which must be delivered to approximately 29 to 31 serving areas for juveniles and staff each day at fixed times. There shall not be more than 14 hours between dinner and breakfast meals.

2.1.1 CONTRACTOR shall provide early breakfasts and late lunches in one or two of the serving areas.

2.1.2 A noon meal, consisting of the same day's menu, shall be served to staff members and guests on weekdays in the staff dining room.

2.1.3 On occasion, a special luncheon consisting of the same day's menu or a special menu indicated by the Superintendent will be necessary. It will require table service and be requested by the Superintendent with at least 24 hours advance notice to CONTRACTOR.

2.1.4 Night meals shall be served at a time designated by Superintendent at one serving area for staff assigned to the night shift. These meals shall be the same as either the lunch meal or dinner meal, or a meal designated by the Superintendent.

2.1.5 CONTRACTOR shall prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent

2.1.6 Barbecue Substitute Meals

CONTRACTOR will provide appropriate food items for a barbecue (with final preparation of some food to be done by Probation staff) on a once a week basis. These meals will be part of the regular meal count. The days and times of these barbecues shall be set by the Superintendent and given to CONTRACTOR not less than 24 hours before the meal time.

2.1.7 Special Diets/Diet Manuals

Medical diet meals, such as diabetic meals, may be required and shall be prepared by CONTRACTOR as ordered by medical staff on an as-needed basis. Non-medical special diets may also be requested by Superintendent. CONTRACTOR shall consult with its own dietitian or Probation Food Services Consultant to insure that appropriate diet requirements are met.

An up-to-date regular and medical diet manual as approved by Probation Food Services Consultant and/or Los Angeles County Department of Health Services must be maintained by CONTRACTOR at work site. Diets to be covered include liquid, low sodium, low fat, caloric restricted, diabetic, soft-bland, wire-jaw and low cholesterol.

2.2 Meal Count Orders

Counts for each breakfast, lunch, dinner, night meal, sack lunches and meals served in the dining room will be provided to the CONTRACTOR two (2) hours prior to the time these meals are served or by standing order.

2.3 Tickets for Staff Dining Room Meals

Meals will be served in the staff dining room only to those employees or guests presenting tickets or approved by the Superintendent.

2.4 Meal Counts

2.4.1 The meals ordered above, including special diet meals, constitute the meal count for the contract.

2.4.2 The CONTRACTOR and the Superintendent will reconcile meal counts daily. In the event of any dispute regarding meal count and subsequent charges, the Superintendent shall resolve any discrepancy by using the count of the

actual number of meals received, unless it exceeds the number of meals ordered, in which event that number will prevail. In the event of any dispute, the meal count figures of the Superintendent shall prevail.

2.5 Supply of Food Items

The CONTRACTOR shall provide all food for meals specified in this contract.

2.6 Meal Times

The CONTRACTOR shall provide meals at fixed times (weekdays usually at 7 a.m., 12 p.m. and 5 p.m.; weekend - usually at 8:30 a.m., 1:00 p.m. and 6:00 p.m.) as determined by the Superintendent. No deviations are permitted without the express written permission of the Superintendent.

2.7 Menu

2.7.1 The CONTRACTOR shall follow the attached five (5) week cycle menu containing portion sizes *(Technical Exhibit Q)*; or other such cycle menu as authorized by Superintendent.

2.7.2 Any deviations requested by the CONTRACTOR from the authorized menu must be approved by the Superintendent, and documented on the production worksheet. *(Technical Exhibit S)*.

2.8 Menu Production Records

Menu production records must be maintained to demonstrate that the required number of food components and food items or menu items are offered on a given day. *(Refer to Technical Exhibit S)*

In order to document that meals claimed for reimbursement meet the National School Lunch Program (NSLP) and School Breakfast Program (SBP) requirements, the following information must be maintained on file between program reviews conducted by the State as well as available during their reviews:

2.8.1 Date and site where the meal is served.

2.8.2 Listed menu: The menu must show all foods served including desserts, condiments, and any additional items.

2.8.3 Title or code number of the standardized recipe.

2.8.4 Number of times the recipe was multiplied.

2.8.5 Planned portion size: Also, include the actual portion served if it differs from that planned. The contribution to the meal pattern, for appropriate age/grade groups (s), should be included here (if it is not on the standardized recipe).

2.8.6 Quantity of Food Used: The form (frozen, fresh) and the quantity of each food item used must be recorded in common units of measurement, i.e., number, size, and weight or volume. These must be traceable to itemized receipts.

2.8.7 Substitutions: Document all substitutions, and note if a reanalysis of the menu is required. (For those following NSMP or ANSMP, a reanalysis must be done if a substitution is made more than two weeks prior to the menu being served.)

2.8.8 Number of serving leftover, a la carte, and adult portions: Leftovers intended to be served at a later date must be recorded. If following Offer vs. Served, then all leftovers must be listed whether or not they are gong to be used at another time. (California Uniform Retail Food Facilities {CURFFL} must be observed in handling leftovers.)

2.8.9 Extra foods: All condiments, sauces, and/or accompaniments not contributing to the meal pattern must be recorded.

2.9 Food Quality Standards

2.9.1 All food items must meet quality, quantity and temperature standards, as established by the State School Lunch Program, County Health Services Department, California Youth Authority, and State health regulations, at the time of serving. *(See Technical Exhibits Q and R).*

2.9.2 Food must be purchased from a source that meets all of the above standards.

2.9.3 Processed foods must have a National School Lunch Program (NSLP) label or specifications and certifications from the purveyor must be kept on file.

2.9.4 All potentially hazardous food shall be kept at or above 140° F. (hot foods); or held at or below 41° F. (cold foods) at all times. Potentially hazardous food is defined as food capable of supporting rapid and progressive growth of

microorganisms that may cause food infections or intoxications (does not include edible shell eggs).

2.9.5 Specific details regarding the menu, minimum standards, sack lunch definition, Board ordered diet modifications and specific holidays subject to menu variations are included as a part of *Technical Exhibit R*.

2.10 Portion Sizes

2.10.1 The portions and sizes to be served by the CONTRACTOR are described in Technical Exhibits P, R, and S or as otherwise required by the Probation Department Food Services Consultant. These portions are in accordance with Federal regulations for the National School Lunch Program (NSLP) and the School Breakfast Program as established to meet the nutritional standards under the School Meals Institute (SMI) for Healthy Children and The California Youth Authority standards.

2.11 Additional Food Items to be Supplied

2.11.1 CONTRACTOR shall provide and maintain stocks of nutritional supplemental food items (juice bars, fruit bars, granola bars, fresh fruit, cookies, peanut butter sandwiches, etc.) to be delivered by CONTRACTOR at a time designated by Superintendent for later serving by Probation Staff to juveniles.

2.11.2 The CONTRACTOR shall provide and maintain stocks of food items (fruits, milk and breakfast foods), to be served by Probation staff to juveniles as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent. CONTRACTOR may also be required to provide and maintain supplies of coffee at locations designated by Superintendent.

2.11.3 Other special nutritional items such as beverages, desserts and fruits shall be provided by CONTRACTOR if ordered in writing by the Superintendent a minimum of 12 hours in advance. CONTRACTOR is not expected to serve these items, but shall deliver them to designated location(s) at a designated time.

2.11.4 The method of computing charges for additional food items and special nutritional items must be proposed

by CONTRACTOR. Charges will be paid through separate invoice, listing quantity and price.

2.12 Consumable Supplies

Consumable paper and plastic supplies (e.g. dishes, silverware, cups etc.) pursuant to COUNTY specification which will be required at serving locations designated by the Superintendent shall be provided by the CONTRACTOR.

2.13 Pre-Meal Preparation

2.13.1 CONTRACTOR shall be responsible for preparation/setup of serving locations and tables prior to meal as may be required by the food delivery system used.

2.13.2 All final preparation shall be done not more than four (4) hours prior to the serving time of the meal.

2.13.3 All vegetables must be cooked the same day they are to be served.

2.13.4 No foods shall be prepared more than one (1) day before serving, unless they are commercially prepared frozen foods.

2.13.5 Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator.

2.13.6 COUNTY shall not pay for meals that are spoiled at delivery, do not meet NSLP and SBP requirements or otherwise do not fulfill the specifications of the contract.

2.14 After Meal Clean-up

2.14.1 After meals are concluded, CONTRACTOR shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.

2.14.2 CONTRACTOR shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by CONTRACTOR following the serving of each meal.

2.14.3 All pots, pans, dishes, utensils and flatware are to be washed at a temperature of from 140° F. to 160° F. Final rinse temperature is to be 180° F. or a sanitizing agent is to be used.

2.14.4 All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each shift usage.

2.14.5 Trash and garbage from units, pantries and all other areas served by CONTRACTOR shall be removed by the CONTRACTOR within one (1) hour after completion of food service. All trash and garbage shall be removed by the CONTRACTOR to the facility trash site, stored in impervious containers, and the trash site cleaned.

2.14.6 All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

2.15 Preparing and Serving Food

2.15.1 COUNTY will make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.

2.15.2 CONTRACTOR shall provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.

2.15.3 CONTRACTOR is not obligated to use the current COUNTY system, which consists of considerable paper and plastic supplies (e.g. dishes, silverware, cups, etc.). If an alternate system is proposed by CONTRACTOR, it must meet the requirements of, and be approved by, the COUNTY prior to instituting the service. CONTRACTOR may suggest alternate systems that could provide quality food service at lower cost.

2.15.4 CONTRACTOR must maintain food carts in good working condition at all times, including proper temperature. Any damaged carts such as electrical cords exposed, etc. should be placed out of service until repaired.

2.16 Bonding

Employee bonding is required. CONTRACTOR shall be responsible for furnishing insurance certificate or proof of coverage.

2.17 Control

The COUNTY will retain control of the quality, extent and general nature of the food service program, and the prices to be charged for juvenile meals.

2.18 U.S.D.A. SURPLUS FOODS

2.18.1 Acquisition

2.18.1.1 CONTRACTOR shall have the option to use commodities donated to the COUNTY by the Food Distribution Section (FDS) under the USDA Commodity Distribution Program to the fullest extent possible in the preparation of meals. *(See Technical Exhibit X).* The COUNTY shall order available donated food commodities from the FDS after conferring with representative(s) of the CONTRACTOR as to the type and quantity of such commodities which can be incorporated into the meals prepared. The COUNTY shall be invoiced by FDS for payment of any and all costs of delivering such commodities to the CONTRACTOR.

2.18.1.2 The CONTRACTOR shall keep records with respect to the receipt, use and inventory of USDA donated commodities as well as formulas, receipts, loadout sheets, bills of lading and other processing and shipping records to substantiate the use of donated commodities. Any commodities received by the COUNTY and made available to the CONTRACTOR shall inure only to the benefit of the COUNTY'S feeding operation and shall be utilized therein.

2.18.1.3 The CONTRACTOR'S books and records which pertain to the COUNTY'S feeding operation shall be retained for a period of five (5) years from the close of the Federal fiscal year to which they pertain and shall be made available for inspection by either state or

federal representatives at any time, without prior notice, during normal office hours.

2.18.1.4 Donated commodities not utilized by the CONTRACTOR must be returned to the COUNTY or the FDS.

2.18.1.5 The CONTRACTOR may dispose of, by sale, any empty containers in which commodities are received and shall apply as a credit against the cost of this contract any funds received from the sale of such containers. Before any such sale, the CONTRACTOR shall obliterate or remove all restrictive markings on the containers if the containers are sold for commercial reuse. The CONTRACTOR may dispose of (1) any and all empty containers in which commodities are received, or (2) waste from donated commodities by a regular garbage disposal. The CONTRACTOR shall be under no obligation to first attempt to sell such containers for waste prior to such disposal.

2.18.2 Utilization/Control

The utilization/control of surplus commodities are subject to the following requirements:

2.18.2.1 The CONTRACTOR shall take a monthly physical inventory of the USDA donated commodities on the last calendar day of each month. The monthly physical inventory shall include for each item: The donated foods on hand at the beginning of the month, the quantity used during the month, the balance at the end of the month, the fair market value of each item used, and the total value of the donated foods used.

2.18.2.2 The CONTRACTOR shall complete the Monthly Commodity Activity Report *(Technical Exhibit X)* obtained from the FDS and forward it to the COUNTY within two days after the close of each month.

2.18.2.3 CONTRACTOR shall credit the COUNTY the USDA current fair market value of all of the USDA donated foods used during each month

as shown on the Monthly Commodity Activity Report. Credit by the CONTRACTOR shall be against the CONTRACTOR'S monthly charge for the food service operations provided.

The USDA value of the donated foods shall be determined by the most recent pricing information published by the FDS at the time the contract is approved.

The credit for the USDA donated foods used each month shall be based upon the USDA value of the actual donated foods used and not upon the commercial price of a similar product (i.e., the credit for the use of USDA donated butter shall be based on the current USDA value of donated butter, not on the cost of margarine).

2.18.2.4 The COUNTY shall review and verify the information on the Monthly Commodity Activity Report prepared by the CONTRACTOR monthly. After receipt of the monthly invoices from the CONTRACTOR, the COUNTY shall forward to FDS on a monthly basis the documentation showing receipt of the credit for the fair market value of the donated foods used for the month along with the Monthly Commodity Activity Report.

2.18.2.5 The COUNTY shall pay the FDS service and handling fees for USDA donated foods.

2.18.2.6 The USDA donated foods ordered by the COUNTY from the FDS shall be delivered to and used at the site for which they were ordered.

2.18.2.7 The USDA donated foods shall be used for the COUNTY meals only.

2.18.2.8 CONTRACTOR must comply with all requirements pertaining to the NSLP and SBP and USDA regulations regarding the administration of grants, and all applicable state law and requirements.

2.19 Inventory, Accounting and Reporting

The inventory, accounting and reporting requirements of the National School Lunch Program (NSLP) must be met by CONTRACTOR and such reports given to the Probation Department Business Office. CONTRACTOR shall prepare food production worksheets for breakfast, lunch, and dinner meals prior to the day of service. The worksheets must reflect all California School Lunch Program requirements. *(See Technical Exhibit R)*. CONTRACTOR shall maintain records that COUNTY needs to support its claim for reimbursement. CONTRACTOR must report this information to COUNTY at the end of each month.

2.20 Suspension and Debarment Certification

The California Department of Education School Nutrition Program - Suspension and Debarment certification must be completed by the CONTRACTOR each time the Probation/School Food Authorities (SFA) renews or extends an existing contract that exceeds $100,000. In these instances, the Probation/SFA must obtain a completed Suspension and Debarment Certification from either the potential proponent or existing contractor before any transactions can occur between the sponsor and the proponent or contractor (7 Code of Federal Regulations, Part 3017.110). This certification is required as part of the original proposal, contract renewal, or contract extension to assure the Probation/SFA that neither the proponent nor any of its key employees have been proposed for debarment, debarred, or suspended by a Federal Agency. The completed certification is to be attached to the signed contract and maintained on file by the SFA. *(See Technical Exhibit CC)*

2.21 Emergency Food To Be Kept On Hand

The amount and kind of emergency food kept on hand by CONTRACTOR for a two (2) week period shall be agreed upon between the Probation Food Services Consultant and the CONTRACTOR.

3.0 QUALITY CONTROL

The CONTRACTOR(s) shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the Probation Contract Manager on the contract start date and as changes occur. The original plan and any future amendments shall include, but not be limited to the following:

3.1 An inspection system covering all the services listed in Technical Exhibit P, the Performance Requirements Summary. It must

specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract.

3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR(s) being unable to perform the contracted work.

3.5 The methods for assuring that confidentiality of juvenile records are maintained.

3.6 The methods for maintaining security of records and prevention of loss or destruction of COUNTY and/or CONTRACTOR'S data.

4.0 QUALITY ASSURANCE PLAN

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

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Appendix C, Technical Exhibit P, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The Project Director or his alternate shall meet at least weekly with the COUNTY Program Manager during the first three (3) months of the contract, if COUNTY Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Program Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Program Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

4.4 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.5 Contract Discrepancy Report *(Technical Exhibit BB)*

Verbal notification of a Contract discrepancy will be made to the COUNTY Program Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Program Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Program Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the

Contract Discrepancy Report shall be submitted to the COUNTY Program Manager within ten (10) workdays.

4.6 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

5.0 DEFINITIONS

5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Technical Exhibit 1. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.

5.2 Contract Discrepancy Report (CDR) - A report prepared by the County Program Manager to inform the CONTRACTOR(s) of faulty service. The CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem.

5.3 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and act as the central point of contact with the Probation Department.

5.4 County Contract Project Monitor: Person with responsibility to monitor the contract. Responsibility for providing reports to County Contract Manager and County Program Manager.

5.5 COUNTY Contract Manager – Person designated by County with authority for County on contractual or administrative matters relating to this contract.

5.6 COUNTY Program Manager - Person designated by COUNTY to manage the operations under this contract.

5.7 Superintendent - The Senior Director of Central Juvenile Hall. He/she, or his/her designee will make the decisions for the facility.

5.8 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.

5.9 Juvenile Records - Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.

5.10 Liquidated Damages - The monetary amount deducted from CONTRACTOR'S payment due to contract non-compliance and/or deficiencies in performance.

5.11 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR(s). (Technical Exhibit P)

5.12 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.

5.13 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).

5.14 Quality Control Program - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

5.15 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR(s).

6.0 PERSONNEL

6.1 COUNTY Contract Manager

6.1.1 The Chief Probation Officer of the COUNTY of Los Angeles or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

6.1.2 The Contract Manager shall provide direction to CONTRACTOR(s) in areas relating to policy, information and procedural requirements.

6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in the Standard Terms and Conditions.

6.1.4 COUNTY reserves the right to have a Contract Manager or designated alternate interview any or all-prospective employees of CONTRACTOR(s).

6.1.5 COUNTY will inform the CONTRACTOR(s) of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

6.2 CONTRACTOR(s) Project Director

6.2.1 The CONTRACTOR(s) shall provide its own full-time officer or employee as Project Director and designate the person in the proposal. The Project Director or an approved alternate shall be assigned locally and available for telephone contact between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding COUNTY holidays. An answering service (or machine) is not acceptable. The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with the Probation Department.

When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Project Director, an equally qualified individual shall be designated to act for the Project Director.

6.2.2 The Project Director shall have full authority to act for the CONTRACTOR(s) on all contract matters relating to the daily operation of this contract.

6.2.3 The Project Director shall be available during normal weekday work hours, 8:00 A.M. to 5:00 P.M., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.2.4 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5)

years in the management and operation of food services or functions of similar scope.

6.2.5 The Project Director and alternate(s) must be able to read, write, speak and understand English.

6.2.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR(s).

6.3 Other CONTRACTOR Personnel

6.3.1 The CONTRACTOR(s) shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review and approve potential staff prior to assignment.

6.3.2 All personnel must be able to read, write and speak English.

6.3.3 The CONTRACTOR shall insure that each employee performing services covered by this contract to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement. (Refer to Appendix C, *Technical Exhibit Y*)

6.3.4 The CONTRACTOR shall insure that by the first day of employment, all persons who may have access to juvenile records, and arrest information have signed an acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR(s) shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to *Technical Exhibit AA*)

6.3.5 The CONTRACTOR(s) shall not employ any person twenty (20) years of age or younger for positions within the confines of a Probation facility.

6.3.6 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.

6.3.7 The Manager/Supervisor shall meet monthly, or as requested by COUNTY, with the Contract Manager and other designated staff, including the Quality Assurance Evaluator and inspect the facilities to ensure the quality of the food services being performed. A summary report of their findings, including any deficiencies, will be prepared by

the Contract Manager and submitted to the CONTRACTOR(s) for remedial action, and a copy will be provided to the Contract Development Section.

6.3.8 The Manager/Supervisor shall inspect the food operation at least weekly.

6.3.9 A committee consisting of at least two (2) persons hired by the CONTRACTOR(s), one of whom shall be the Manager/Supervisor and the appropriate Probation staff member(s) shall meet monthly, or as determined by COUNTY, to; (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the Contract Manager.

6.4 CONTRACTOR'S Security Requirements

6.4.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the CONTRACTOR(s) at his expense. Such badge shall be displayed on CONTRACTOR'S employees at all times while he/she is within the confines of each facility.

6.4.2 CONTRACTOR'S employees are subject to reasonable dress codes when in the facility; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; must not have social contact with minors in Central Juvenile Hall or after a minor's release from the facility; and are otherwise subject to all rules and regulations of the facility; and must conduct themselves in a reasonable manner at all times.

6.4.3 CONTRACTOR shall immediately report to the Contract Manager the name(s) of any detainee(s) in the facility who are close friend or relative to CONTRACTOR'S staff assigned to Central Juvenile Hall.

6.4.4 CONTRACTOR shall immediately report to the Facility Superintendent any accidents and/or loss of kitchen utensils, equipment and, supplies. CONTRACTOR will make counts of utensils after each meal, and as directed by the Superintendent, for security and inventory purposes. A record of the counts will be maintained by CONTRACTOR subject to COUNTY inspection and review.

6.4.5 CONTRACTOR'S employees shall enter through only one location in the facility (Key Center) and are not permitted on the grounds other than coming to or leaving the kitchen on the way to work or after work or in the course of providing service to the facility.

6.4.6 CONTRACTOR'S employees will be required to retrieve their CJH Facility I.D. in exchange for their Employee I.D. Cards will be swiped for time-in and time-out.

6.4.7 Keys and pictured ID tokens issued by the COUNTY to CONTRACTOR'S employees for areas other than the kitchen must be picked up and left with the Key Center daily. CONTRACTOR shall immediately report to the Superintendent any loss of key and/or ID tokens.

6.4.8 CONTRACTOR will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and CONTRACTOR accepts full responsibility of said keys. The CONTRACTOR shall acknowledge receipt of keys on a memorandum furnished by the COUNTY. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469). Facility keys must be attached to employee(s) at all times.

6.4.9 CONTRACTOR shall provide the Superintendent with a current list of employees, on a monthly basis.

6.5 <u>CONTRACTOR Employee Acceptability</u>

6.5.1 The CONTRACTOR(s) shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from working on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

6.5.2 When personnel are needed for a job with public contact, the COUNTY Contract Manager may, at his or her sole discretion, direct the CONTRACTOR(s) to replace any of the food service staff the COUNTY Contract Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or probation clients.

6.6 OTHER CONTRACTOR OBLIGATIONS

6.6.1 Physical Examinations

Employees of the CONTRACTOR(s) must undergo an initial physical examination to assure no infectious disease exists before commencing work which will include the following:

The special inspection of skin, nails, and mucous membranes; VDRL; Chest X-ray, 14x17 (not minichest); stool examination for ova parasite, and culture; SGOT and SGPT.

6.6.1.1 In addition, these employees must undergo an annual physical examination to assure no infectious disease exists before continuing work. CONTRACTOR(s) shall refer to Standard Terms and Conditions and ensure compliance.

6.6.1.2 All physical examinations shall be at CONTRACTOR'S expense and proof of compliance will be maintained by CONTRACTOR(s) and available for inspection by the COUNTY.

6.6.1.3 In lieu of an annual physical examination, CONTRACTOR(s) may elect the following program:

a. Maintain a record of why each employee is absent.

b. If any absence due to illness is for five (5) or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to food handling duties.

c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work. A worker with

chronic recurrent illness will be subject to investigation and review of records by the COUNTY Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a COUNTY responsibility.

6.6.2 Health Standards and Cleanliness

The CONTRACTOR shall meet the COUNTY'S Department of Health Services standards and State health regulations, including those for cleanliness, at all times. It is the CONTRACTOR'S daily responsibility to keep the entire interior of the kitchen building, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows) clean and in a sanitary condition to preclude any infestation by vermin, insects or rodents. CONTRACTOR will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the CONTRACTOR. CONTRACTOR shall develop and maintain a cleaning schedule showing work completion dates for cleaning all large equipment, (i.e., walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers) as a record for compliance with these requirements.

6.6.3 Cleaning Products

CONTRACTOR shall purchase, store, and use environmentally and human friendly non-acid (including citric acid) cleaning products (soaps, multi-purpose degreasers, disinfectants, waxes, air fresheners, etc.) that are compatible with products used by COUNTY. COUNTY shall determine compatibility and approve CONTRACTOR'S products prior to their use.

6.6.3 Gratuities

It is improper for any COUNTY Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any

form, to a COUNTY Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

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

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

6.6.4 Consideration of Hiring COUNTY Employees Targeted for Layoffs

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

6.6.5 Policy and Procedure Manual

CONTRACTOR shall provide a policy and procedure manual covering kitchen staff orientation and training, food preparation, nutrition, food storage, sanitation, equipment, supplies and ordering procedures.

6.6.6 Uniforms for Employees

Complete uniforms (pants, tops, etc.) hair coverings required by COUNTY health Department regulations will be provided by CONTRACTOR and his/their expense.

7.0 COUNTY-FURNISHED PROPERTY AND SERVICES

The COUNTY shall provide no materials, equipment and/or services necessary to operate this contract except as listed below:

7.1 COUNTY Provision of Utilities

7.1.1 On-Site Provisions

The COUNTY will provide all utilities to the kitchen, including gas, electricity, heat, steam, sewage with traps and water.

Telephones which handle incoming calls and calls within the facilities shall be provided by the COUNTY at the facilities. Any telephone(s) needed for outgoing calls must be provided at CONTRACTOR'S expense.

7.1.2 Off-Site Provisions

No utilities or telephones will be provided by the COUNTY to the CONTRACTOR(s) if off-site facilities are used.

7.2 COUNTY Provision of Services

7.2.1 The COUNTY shall be responsible for maintaining equipment which does not require human effort to operate including, but not limited to, walk-in refrigerators, freezers, fixed plumbing, heating and lights. *(See Technical Exhibit W)*

7.2.2 COUNTY shall provide fuel to operate food trams.

7.2.3 COUNTY shall provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.

7.2.4 Pickup of trash and garbage from dumpsters at the facility trash site shall be provided at COUNTY expense.

7.2.5 Parking for CONTRACTOR personnel will be provided when available. In the event COUNTY implements paid parking, CONTRACTOR will be responsible to pay the parking fee. COUNTY is not responsible for any damage to vehicles owned by CONTRACTOR or CONTRACTOR'S employees.

7.3 Maintenance of Certifications

COUNTY shall maintain applicable health certifications if CONTRACTOR prepares and serves food on COUNTY premises, and will ensure CONTRACTOR meets all State and local regulations when preparing and serving meals. If CONTRACTOR prepares of serves food in a facility not located on COUNTY

premises, CONTRACTOR shall maintain State and local health certifications for the facility and shall maintain the certifications for the duration of the contracts.

7.4 Signature Authority

COUNTY shall retain signature authority on the National School Lunch Program and School Breakfast Program contracts, the Free and Reduced Price Policy Statement and the claim for reimbursement. COUNTY shall be responsible for determining eligibility for free and reduced price meals.

8.0 CONTRACTOR-FURNISHED ITEMS

8.1 General

The CONTRACTOR(s) shall furnish all necessary personnel required to perform all services required by EXHIBIT A: PERFORMANCE WORK STATEMENT.

8.2 Health Education

CONTRACTOR shall provide health education for food service workers.

8.2.1 It shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.

8.2.2 CONTRACTOR may accomplish this three to four hour training by accepting COUNTY instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by COUNTY.

8.3 Reimbursement for Costs Incident to Loss of Keys: CONTRACTOR shall reimburse COUNTY for any and all costs, as defined by COUNTY, incurred incident to loss of keys by CONTRACTOR's employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by COUNTY for such repairs or replacement of locks shall be paid by CONTRACTOR upon demand, or COUNTY may offset the cost of such repairs/replacements against any monies due to CONTRACTOR from the COUNTY.

8.4 All materials required to perform this contract, and not otherwise mentioned as being provided by the COUNTY, shall be provided by the CONTRACTOR(s) at his/her expense.

9.0 RECOGNIZED HOLIDAYS

The CONTRACTOR will be required to provide service on COUNTY-recognized holidays at Central Juvenile Hall. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

10.0 WORK SCHEDULES

10.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the COUNTY Program Manager and a copy to the COUNTY'S Contract Manger within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

10.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY facility's Superintendent and a copy to the COUNTY'S Contract Manger for review and approval within five (5) working days prior to scheduled time for work.

11.0 UNSCHEDULED WORK

11.1 CONTRACTOR(s) agrees that any work performed outside the scope of "Performance Work Statement" or the "Other Contractor Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with Attachment I, Section 8.4, "Changes and Amendments of Terms," shall be deemed to be a gratuitous effort on the part of the CONTRACTOR(s), and the CONTRACTOR(s) shall have no claim therefore against the COUNTY.

12.0 SPECIFIC WORK REQUIREMENTS

12.1 EMERGENCY CONDITIONS/INOPERABLE FACILITY

12.1.1 Emergency Conditions

In the case of emergency or unusual event, all employees of CONTRACTOR located on-site shall be subject to direction of the Superintendent. CONTRACTOR and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a COUNTY labor dispute which affects the delivery of services hereunder, CONTRACTOR may submit to Superintendent

a claim for additional costs incurred in providing food service. Such claim shall be submitted to COUNTY Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

12.1.2 Inoperable Facility

In the event COUNTY's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of CONTRACTOR, additional expenses to provide the contract services, as agreed to by the Superintendent, shall be borne by the COUNTY in the event the COUNTY elects to continue the contracts; however, should such event outside the control of the CONTRACTOR cause the contracts to be inoperable, the COUNTY shall have the right to terminate the contracts without further obligations for food services.

12.2 FOOD, EQUIPMENT & UTENSIL REIMBURSEMENT

12.2.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the contract by the CONTRACTOR and COUNTY. All of these items will be given a dollar value based on cost of purchase. COUNTY shall receive a credit against the contract payments based upon this agreed-upon dollar value.

12.2.2 Equipment, Utensils and Non-Consumable Supplies

12.2.2.1 A complete inventory of all equipment, utensils and non-consumable supplies as well as their specific condition will be taken by the CONTRACTOR and the COUNTY at the start of the contract. Another inventory will be taken at the close of the contract. All equipment and utensils must be returned to COUNTY in the same condition as received, less consideration for normal wear and tear.

12.2.2.2 CONTRACTOR shall reimburse COUNTY, at a reasonable cost to be determined by the superintendent, for the missing or broken COUNTY equipment, utensils or non-consumable supplies at the close of the contract or COUNTY may offset said cost against any monies due to CONTRACTOR from COUNTY.

12.3 MAINTENANCE, REPAIR & MODIFICATION OF FACILITY & EQUIPMENT

12.3.1 Condition of Kitchen at Contract Inception

COUNTY will provide complete, operable and sanitary kitchen at contract inception.

12.3.2 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by CONTRACTOR

CONTRACTOR shall describe the equipment, if any, necessary to supplement or replace existing COUNTY equipment and the COUNTY facility alterations/repairs, if any, necessary to support CONTRACTOR'S service hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items; serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation costs and/or any alterations/repair costs.

12.3.2.1 Facility Alterations

12.3.2.1.1 In the event that the contract results in the alterations/repair of any COUNTY facility by CONTRACTOR, then prior to the commencement of any such alterations/repair CONTRACTOR shall obtain prior written approval of the plans and specifications for such alterations/repair from the Probation Department and the Internal Services Department. The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with COUNTY named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

12.3.2.1.2 In the event that the contract results in any alterations/repair of a COUNTY facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars ($10,000), then the

alterations/repair may be subject to the competitive bidding requirements of State law.

12.3.2.1.3 The financing and acquisition of any such equipment and the alterations/repair of any COUNTY property will be subject to the provisions of the State Constitution, statutes, regulations and COUNTY ordinances as well as prior approval of the COUNTY including the Chief Probation Officer and other concerned officers.

12.3.3 EQUIPMENT AND OTHER PERSONAL PROPERTY

12.3.3.1 Except as otherwise provided in 12.3.3.3 below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by COUNTY, and which may be or may become COUNTY property, may be acquired by COUNTY's Internal Services Department either from CONTRACTOR or from any other provider, except that consumable items incident to the performance of services by CONTRACTOR hereunder (e.g., raw food, cleaning supplies) may be acquired independently by CONTRACTOR.

In the acquisition of all equipment and other personal property for services hereunder, CONTRACTOR shall comply with all requirements of Superintendent and COUNTY's Internal Services Department. All deliveries of equipment and other personal property shall be at times and on routes approved by Superintendent.

12.3.3.2 All equipment to be used by CONTRACTOR for the performance of services hereunder shall be subject to the prior approval of Superintendent.

12.3.3.3 CONTRACTOR shall purchase as described pursuant to Section 12.3, Paragraph 12.3.2. The cost of any such equipment which is purchased by CONTRACTOR shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by

CONTRACTOR to and including the expiration of 60-months following implementation of contract.

CONTRACTOR shall be responsible for normal and appropriate equipment installation. If necessary, CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to install such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent.

12.4 AMORTIZATION – COUNTY PROPERTY

Any new equipment purchased, installed and amortized by CONTRACTOR in performance of this contract and/or any alterations, modifications or repairs of the facility will become COUNTY property, except as provided in Paragraph 12.8 below. At the expiration of 60 months following implementation of contract, title to all such equipment shall be transferred to COUNTY without any charge to COUNTY.

12.5 CARE AND MAINTENANCE EQUIPMENT

CONTRACTOR shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The CONTRACTOR will have the direct responsibility for maintaining the above equipment in working condition at all times. *(See Technical Exhibit w)*

12.6 EQUIPMENT REPLACEMENT

If the CONTRACTOR uses COUNTY equipment, etc., the COUNTY will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the COUNTY to be economically feasible and it has been determined by the COUNTY that there has not been negligence on the part of the CONTRACTOR. The CONTRACTOR must pay the COUNTY for the cost of replacing equipment and utensils, less normal depreciation, if the CONTRACTOR is found by the COUNTY to have been negligent in their use, car, control and/or maintenance.

12.7 DAMAGE TO FACILITY, BUILDING OR GROUNDS

12.7.1 CONTRACTOR will repair, or cause to be repaired, at his own cost, any and all damage to facilities, building, or grounds caused by CONTRACTOR, employees of CONTRACTOR, or persons for companies making pick-us from or deliveries to CONTRACTOR. CONTRACTOR shall be responsible for the maintenance and repair of the interior of the kitchen, and pantries and serving areas under its exclusive use and control. Such repairs or due diligent efforts to begin such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no case later than thirty (30) days after occurrence.

12.7.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All monies paid by and costs incurred by COUNTY for such repairs shall be repaid by CONTRACTOR upon demand, or COUNTY may offset the cost of the repairs against any monies due to CONTRACTOR from the COUNTY.

12.8 EQUIPMENT PURCHASE OPTION

In the event that the contract is terminated prior to completion of the 60-month period, COUNTY shall have the option to purchase any such equipment purchased by CONTRACTOR by paying CONTRACTOR the cost of such equipment less accumulated prior payments.

In the event that the contract is terminated prior to completion of 60-month period and COUNTY does not exercise such option to purchase such equipment, then:

12.8.1 CONTRACTOR may enter COUNTY premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.

12.8.2 If CONTRACTOR takes possession of such equipment then CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to restore COUNTY'S premises to the condition as existed prior to the installation of such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

12.9 INSPECTIONS

12.9.1 Inspection of Food

CONTRACTOR guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent and/or Probation Food Services Consultant.

12.9.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent and/or Probation Department Food Services Consultant at any time. These persons may sample any of the food served for any meal.

12.9.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent and/or Probation Department Food Services Consultant shall have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to the COUNTY'S feeding operation shall be made available for inspection by either COUNTY, State or Federal representatives at any time without prior notice during normal office hours.

12.9.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the CONTRACTOR shall be subject to inspection by any authorized COUNTY staff and staff of other appropriate public entities responsible for inspection of COUNTY Juvenile facilities.

12.9.5 Inspection of Equipment

The COUNTY reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this contract. CONTRACTOR shall report all building and equipment deficiencies to the Superintendent prior to making any alterations for repairs.

12.10 SECURITY OF SUPPLIES AND EQUIPMENT

CONTRACTOR is responsible for and must provide security for all supplies and equipment used in the course of the contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

12.11 DELIVERY OF SUPPLIES TO FACILITY

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Superintendent.

12.12 GOVERNMENT OBSERVATIONS

COUNTY and/or personnel from other governmental jurisdictions, other than Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by Probation Department to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR's performance.

12.13 PHOTOCOPY/DUPLICATING

CONTRACTOR must provide for any necessary photocopying/duplicating at his own expense.

12.14 LAWS AND LIMITATIONS

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

12.15 STATE AND FEDERAL REGULATIONS

CONTRACTOR shall read, understand and agree to comply with the obligations imposed by Section 306 of the Federal Clean Air Act, Federal Clean Water Act including Section 508, Executive Order 11738, the Environmental Protection Agency regulations, and any subsequent amendments as may apply to this contract. Violations of various environmental regulations will be reported to the U.S. Department of Agriculture, Food and Nutrition Services; and the U.S. Environmental Protection Agency (EPA).

CONTRACTOR shall not utilize facility listed on the EPA list of Violating Facilities.

CONTRACTOR must comply with all requirements pertaining to the NSLP and SBP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations. (Refer to Section 2.18.2.8)

CONTRACTOR must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. Workers are compensated for hours worked in excess of 40 hours per week at the rate of one and one-half times the basic rate, or COUNTY will not allow overtime.

12.16 PREVAILING WAGES FOR COVERED CRAFTS

12.16.1 CONTRACTOR, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State, and local laws related to labor.

12.16.2 CONTRACTOR, its subcontractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.

12.16.3 CONTRACTOR shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.

12.16.4 CONTRACTOR shall collect, maintain and submit on a monthly basis to the County Probation Department on the form shown as *Technical Exhibit U*, the Department of Industrial Relations Public Works Payroll Reporting Form, for each covered worker who performs work at Central Juvenile Hall along with its certification thereof in the form also shown on *Technical Exhibit U*.

12.16.5 CONTRACTOR, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.

12.16.6 CONTRACTOR, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither CONTRACTOR nor any subcontractors hereunder shall require or permit any covered worker to perform any of the covered work described in Exhibit A, *1.0 and 2.0 and Technical Exhibit* U for more than eight hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, CONTRACTOR shall forfeit to the COUNTY the penalty set forth therein.

12.17 WORK OUTSIDE OF SCOPE OF CONTRACT

The CONTRACTOR agrees that any work performed outside the scope of the Statement of Work, Exhibit A section of this document, without the prior written approval of the COUNTY in accordance with Attachment I, Section 8.4, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort of the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) *Technical Exhibit P* are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

A standard level of performance will be required of CONTRACTOR(s) in the areas of food services. Technical Exhibit P summarizes the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Technical Exhibit P*, or other such procedures as may be necessary to ascertain CONTRACTOR(s) compliance with this contract. Failure of the CONTRACTOR(s) to achieve this standard can result in a deduction from CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

  This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

14.0 ADDITION/DELETION OF FACILITIES

CONTRACTOR is responsible for providing food and related services for the Central Juvenile Hall. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by COUNTY.

A. Facilities may be added to the contract at an amount agreed between COUNTY and CONTRACTOR at the time of adding the facility. The amount agreed upon shall be consistent with CONTRACTOR'S costs for existing services for similar facilities.

B. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the per meal cost proposed by CONTRACTOR.

C. If additional supplies are required on a regular basis, COUNTY will determine if there is to be an increase in costs.

MORRISON MANAGEMENT SPECIALISTS, INC.
PRICING SCHEDULE
CENTRAL JUVENILE HALL

CONTRACTOR agrees to perform stated services for a per meal fee as follows:

MEALS PER DAY	COST PER MEAL NET OF TAX	SALES TAX	COST PER MEAL WITH SALES TAX
2000-2099	2.0505	0.0254	2.0758
2100-2199	1.9815	0.0245	2.0060
2200-2299	1.9804	0.0245	2.0049
2300-2399	1.9404	0.0240	1.9644
2400-2499	1.9004	0.0235	1.9239
2500-2599	1.8604	0.0230	1.8834
2600-2699	1.8254	0.0226	1.8479
2700-2799	1.7954	0.0222	1.8176
2800-2899	1.7654	0.0218	1.7872
2900-2999	1.7454	0.0216	1.7670
3000-3099	1.7254	0.0214	1.7467
3100-3199	1.7054	0.0211	1.7265
3200-over	1.6854	0.0209	1.7062

****Exhibits M and N must be submitted with each monthly invoice.** Refer to the Contract, Standard Terms and Conditions for specifications to submit invoices/payments and all applicable forms for the living wage program.

EXHIBIT C

~~EXHIBIT 18- REQUIRED FORMS~~

LIVING WAGE PROGRAM

MODEL CONTRACTOR STAFFING PLAN

COMPANY NAME: Morrison Healthcare Food Service
COMPANY ADDRESS: 1727 Axenty Way Redondo Beach CA 90278
PROJECT: Central Juvenile Hall
DEPARTMENT NAME: Food Services

Facility or Location	Position Title	[illegible]	Work Schedule	Hours Worked Per Day	Full Time Part Time	Houly Rate	Health Ins.	Mon	Tue	Wed	Thur	Fri	Sat	Sun	County Total Hours	Non-County Total Hours
Central Juvenile Hall	Cook-AM		6:00-2:00	7.50	FT	$10.56	NO	0.00	7.50	7.50	7.50	7.50	7.50	-	37.50	0.00
Central Juvenile Hall	Cook-PM		11:00-7:00	7.50	FT	$9.86	NO	7.50	0.00	0.00	7.50	7.50	7.50	7.50	37.50	0.00
Central Juvenile Hall	Baker		5:30-2	8.00	FT	$10.26	YES	3.75	3.75	3.75	3.75	3.75	0.00	0.00	18.75	21.25
Central Juvenile Hall	Cook/FSW Relief	ROVER	Varies	7.50	FT	$9.46	NO	7.50	7.50	7.50	7.50	0.00	0.00	7.50	37.50	0.00
Central Juvenile Hall																
Central Juvenile Hall	Supervisor AM		6:00-2:30	8.00	FT	$10.90	NO	8.00	8.00	8.00	8.00	0.00	0.00	8.00	40.00	0.00
Central Juvenile Hall	Supervisor PM		11:00-7:30	8.00	FT	$10.50	NO	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00	0.00
Central Juvenile Hall	Supervisor Relief	ROVER	Varies	8.00	FT	$10.50	YES	8.00	7.75	0.00	0.00	8.00	8.00	8.00	39.75	0.25
Central Juvenile Hall																
Central Juvenile Hall	Food Service Worker AM		6:00-2:00	7.50	FT	$9.46	NO	0.00	0.00	7.50	7.50	7.50	7.50	7.50	37.50	0.00
Central Juvenile Hall	Food Service Worker AM		6:00-2:00	7.50	FT	$9.46	NO	0.00	7.50	7.50	7.50	7.50	7.50	0.00	37.50	0.00
Central Juvenile Hall	Food Service Worker AM		6:00-2:00	7.50	FT	$9.46	NO	0.00	7.50	7.50	7.50	7.50	7.50	0.00	37.50	0.00
Central Juvenile Hall	Food Service Worker AM		6:00-2:00	7.50	FT	$9.46	NO	7.50	7.50	0.00	0.00	7.50	7.50	7.50	37.50	0.00
Central Juvenile Hall	Food Service Worker Relief	ROVER	Varies	7.50	FT	$9.46	NO	7.50	7.50	7.50	7.50	0.00	0.00	7.50	37.50	0.00
Central Juvenile Hall	Food Service Worker Relief	ROVER	Varies	7.50	FT	$9.46	NO	7.50	7.50	7.50	7.50	0.00	0.00	7.50	37.50	0.00
Central Juvenile Hall																
Central Juvenile Hall	Food Service Worker PM		11:00-7:00	7.50	FT	$9.46	YES	7.50	0.00	0.00	7.50	7.50	7.50	7.50	37.50	0.00
Central Juvenile Hall	Food Service Worker PM		11:00-7:00	7.50	FT	$9.46	YES	7.50	7.50	7.50	0.00	0.00	7.50	7.50	37.50	0.00
Central Juvenile Hall	Food Service Worker PM		11:00-7:00	7.50	FT	$9.46	NO	7.50	0.00	0.00	7.50	7.50	7.50	7.50	37.50	0.00
Central Juvenile Hall	Food Service Worker Relief	ROVER	Varies	7.50	FT	$9.70	NO	7.50	0.00	7.50	0.00	7.50	3.75	3.75	30.00	7.50
Central Juvenile Hall																
Central Juvenile Hall	Dining Room Attendant		8:00-4:30	8.00	FT	$9.46	NO	8.00	8.00	8.00	8.00	8.00	0.00	0.00	40.00	0.00
Central Juvenile Hall	Warehouse		6:00-2:30	8.00	FT	$10.03	NO	4.00	4.00	4.00	4.00	4.00	0.00	0.00	20.00	20.00
Central Juvenile Hall	Pot Washer		6:00-2:30	8.00	FT	$10.03	NO	3.75	3.75	3.75	3.75	3.75	0.00	0.00	18.75	21.25
Central Juvenile Hall	Office		8:00-4:30	8.00	FT	$10.90	YES	4.00	4.00	4.00	4.00	4.00	0.00	0.00	20.00	20.00

~~EXHIBIT 9 – REQUIRED FORMS~~

PROPOSER'S EEO CERTIFICATION

Morrison Management Specialist, Inc.
Company Name

1727 Axenty Way Redondo Beach, CA 90278
Address

63-115596
Internal Revenue Service Employer Identification Number

GENERAL

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

	CERTIFICATION	YES	NO
1.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2.	Proposer periodically conducts a self-analysis or utilization of its work force.	(X)	( )
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4.	When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective Action to include establishment of goal and/or timetables.	(X)	( )

Signature

10-14-05
Date

Edward Clark, Regional Vice President

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: Yolanda Young
Title: Director of Contracts and Grants Management Division
Address: 9150 E. Imperial Hwy, A-66
Downey, CA 90242
Telephone: (562) 940-2728
Facsimile: (562) 803-6585
E-Mail Address: **Yolanda.Young@laprob.org**

COUNTY PROGRAM MANAGER:

Name: Tanya Fields
Title: Services Director
Address: 1605 Eastlake Avenue
Los Angeles, CA 90033
Telephone: (323) 226-8671
Facsimile: (323) 224-2950
E-Mail Address: **Tanya.Fields@laprob.org**

COUNTY CONTRACT MONITOR:

Name: Jennifer Donnell
Title: Contract Monitor Supervisor
Address: 11701 Alameda Street, Suite 3220
Lynwood, CA 90262
Telephone: (323) 357-5549
Facsimile: _____
E-Mail Address: **Jennifer.Donnell@laprob.org**

COUNTY CONTRACT ANALYST:

Name: Venezia Mojarro
Title: Contract Analyst
Address: 9150 E. Imperial Hwy, B-62
Downey, CA 90242
Telephone: (562) 940-2677
Facsimile: (562) 803-6585
E-Mail Address: **Venezia.Mojarro@laprob.org**

CONTRACTOR'S ADMINISTRATION

MORRISON MANAGEMENT SPECIALISTS, INC.
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name:	Edward Clark
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	(310) 798-4017
Cell:	(310) 968-4017
Facsimile:	(310) 798-4223
E-Mail Address:	**Eclark@IamMorrison.com**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Terri Manoogian
Title:	Regional Director
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	(310) 798-4017
Cell:	(626) 825-6951
Facsimile:	(310) 798-4223
E-Mail Address:	TerriManoogian@IamMorrison.com

Notices to Contractor shall be sent to the following address:

Name:	Edward Clark
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	(310) 798-4017
Facsimile:	(310) 798-4223
E-Mail Address:	**Eclark@IamMorrison.com**

EXHIBIT G

REQUIRED FORMS

REQUIRED FORMS

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PROPOSAL SHEET

FOOD SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary to provide food services for Central Juvenile Hall Center of the County of Los Angeles Probation Department as listed below and identified in Appendix B, Statement of Work, set forth in this RFP.

Said work shall be done for the period prescribed and in the manner set forth in said Statement of Work, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if the County Board of Supervisors accepts my proposal, I will commence services on 15 calendar days' notice.

I agree to provide the specified services at Central Juvenile Hall, County of Los Angeles - Probation Department in accordance with Appendix B, Statement of Work, set forth in this RFP.

CENTRAL JUVENILE HALL

I PROPOSE THE FOLLOWING COSTS:

Proposed cost for 787,333 annual meals: $ 1,560,100 (Net of Tax)
Additional food items costs: $ Actual cost plus 10%

Additional equipment to be purchased under this agreement – Refer to Technical Exhibit DD for minimum specifications:

2 EA – Convection Steamer, Gas		$34,646.50
1 EA – Pot Scrubber		$16,207.61
1 EA – Disposer		$2,721.73
1 EA – Dishwasher Conveyor Type		$16,529.13
1 EA – Clean Dish Table		$4,884.71
1 EA – Trayline		$27,497.67
Installation Costs		$14,000.00
	Total	**$116,487.35**

(Costs are all-inclusive, which includes equipment, delivery taxes, etc. RFP – Appendix D – Page 1)

~~EXHIBIT 1 – REQUIRED FORMS~~

PROPOSAL SHEET

FOR THE SECOND YEAR:

Increase or Decrease the Cost to the Original term by __0__ % of the CPI Increase or Decrease.

FOR THE THIRD YEAR:

Increase or Decrease the Cost of the Second Year by __0__ % of the CPI Increase or Decrease.

FOR THE FOURTH YEAR:

Increase or Decrease the Cost of the Third Year by __0__ % of the CPI Increase or Decrease.

FOR THE FIFTH YEAR:

Increase or Decrease the Cost of the Fourth Year by __0__ % of the CPI Increase or Decrease.

Respectfully submitted,
Morrison Management Specialists, Inc.
Firm or Corporate Name

BY _____

BY _____

BY _____

Los Angeles, California

Date: May 31, 2005

Address: 1727 Axenty Way

City: Redondo Beach, CA 90278

Phone: 310-798-4017

~~EXHIBIT 3 – REQUIRED FORMS~~
Central Juvenile Hall
BUDGET NARRATIVE

DIRECT COST:

Payroll

Wages: Our total monthly payroll cost for wages will be $39,024. This is the cost for 17.93 hourly FTE's and two full time managers. Our average hourly wage is $9.8364 per hour without management We have budgeted for 717.25 hours of hourly staff per week.

Benefits: Our total monthly cost for employee benefits will be $6,036. Our employees have the option of selecting medical, dental, vision, life, disability or accident insurance plans that meet their personal needs. Both hourly and management employees receive paid vacation time based on their tenure with the company. Hourly employees earn wellness time and managers receive paid leave days that they can use for sick days or personal business. Here are some details associated with those costs:

CATEGORY	PERCENTAGE
Medical, Dental, Vision, Life, Disability, Accident	7.71%
401 K, Stock Bonus Plan	1.19%
Wellness	3.28%
Vacation	3.29%
Total	15.47%

Payroll taxes and Worker's Comp: the following are the percentages we applied to calculate our costs for FICA, FUI, SUI and worker's compensation insurance:

CATEGORY	PERCENTAGE
FICA	7.65%
FUI	.80%
SUI	3.40%
Worker's compensation insurance	7.00%
Total	18.85%

Total Insurance/Miscellaneous S&S expenses:
The costs associated with each of the line items in this category are based upon our experience operating the Central for the past 20 years. We have included sufficient cost to continue operating a high quality program that meets the needs of the minors, staff and administration.

Food Cost
We budgeted food cost at $1.01 per meal. As in the past, Morrison agrees to make the fullest use of USDA surplus commodities when they are available, appropriate and cost effective.

INDIRECT COST:

This expense is to offset the cost of the Morrison regional team's oversight and the support the account receives from our corporate headquarters.

PROFIT: We have included a very modest profit of 1.36%.

Method for Annually Adjusting the Incremental Fee for each succeeding year of the contract= Zero (0) percent times the per meal fees proposed on Exhibit 1, Attachment 1.

~~EXHIBIT 4 – REQUIRED FORMS~~

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

	HMO Kaiser	HMO United Healthcare
Employer Pays: $109.30	$251.66	(Employee Only)
	$209.44	$498.23 (Employee + 1)
	$347.41	$779.84 (Family)

Employee Pays: $138.67 (Employee Only)
$286.00 (Employee + 1)
$396.50 (Family)

	HMO Kaiser	HMO United Healthcare
Total Mo. Premium:	$247.97	$390.33 (Employee Only)
	$495.44	$784.23 (Employee + 1)
	$743.91	$1,176.34 (Family)

Annual Deductible
Employee $ 0 Family $ 0

Coverage (X)
X Hospital Care (In Patient X Out Patient X)
X X-Ray and Laboratory
X Surgery
X Office Visits
X Pharmacy
X Maternity
X Mental Health/Chemical Dependency, In Patient
X Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays $ 0 Employee Pays $23.57mo (Emp Only) Total Mo. Premium $23.57
$47.75/mo (Emp+1 Dep) Total Mo. Premium $47.75
$97.31/mo (family) Total Mo. Premium $97.31

Life Insurance:

Employer Pays $46cents/$1000 Employee Pays $0 Total Mo. Premium $2.30 for $5,000 coverage

Vacation:

Number of Days 5 and
Any increase after 3 years of employment, number of days or hours 10 days
after 8 years of employment, number of days or hours 15 days

Sick Leave:
Number of Days 12 days and
Any increase after no increase based on tenure) years of employment, number of days or hours _____

Holidays:
Number of Days 0 per year

Retirement:
Employer Pays $_____ Employee Pays $_____ Total Premium $_____
401K Plan offered with 35% company match.

~~EXHIBIT 5 – REQUIRED FORMS~~

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

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

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
EDWARD CLARK	310-798-4017
JACK LAWLESS	800-686-6323

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract of the proceeds thereof. If not applicable, state "NONE."

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Morrison Management Specialist, Inc.
Name of Firm

Edward Clark
Print Name of Signer

Regional Vice President
Title

Edward Clark
Signature

10-13-05
Date

~~EXHIBIT 6 - REQUIRED FORMS~~

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit king firms or businesses in which employees described in number 1 serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding12 months, came within the provisions of number 1, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or

   b. Participated in any way in developing the contract or its service specifications; and

4. Profit making firms or businesses in which the former employees described in number 3, serve as officers, principals, partners or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Edward Clark
Proposer Name

Regional Vice President
Proposer Official Title

Official's Signature

~~EXHIBIT 7 – REQUIRED FORMS~~

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____ Date: 10-13-05

~~EXHIBIT 8 - REQUIRED FORMS~~

County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: MORRISON MANAGEMENT SPECIALISTS, INC.

☒ **I AM NOT**
☐ **I AM**

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): **14,004**

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

Race/Ethnic Composition	Owners/Partners/ Associate Partner		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	121	172	1937	3774
Hispanic/Latino	0	0	48	26	918	1102
Asian or Pacific Islander	0	0	11	24	124	219
American Indian	0	0/	4	5	35	45
Filipino	0	0	X	X	X	X
White	0	0	676	459	1289	3013

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0%	0%	0%	0%	0%	0%
Women	0%	0%	0%	0%	0%	0%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attached a copy of your proof certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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

Print Authorized Name	Authorized Signature	Title	Date
EDWARD CLARK	Edward Clark	REGIONAL VICE PRESIDENT	10-13-05

~~EXHIBIT 10 – REQUIRED FORMS~~

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

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

_____ Yes (subject to verification by the County) -- unknown we don't track this

_____ No

B. Proposer is willing to consider GAIN/GROW participants or any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

___X___ Yes _____ No

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

___X___ Yes _____ No _____ N/A – program is not available

Proposer Organization: **Morrison Management Specialist, Inc.**

Signature: Edward Clark

Print Name: **Edward Clark**

Title: **Regional Vice President**

Tel. #: **310-798-4017** Fax #: **310-798-4223**

~~EXHIBIT 13 – REQUIRED FORM~~

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: MORRISON MANAGEMENT SPECIALISTS, INC.		
Company Address: 1727 Axenty Way		
City: Redondo Beach Code: 90278	State: CA	Zip
Telephone Number: 310-798-4017		
Solicitation For Food Services:		

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

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

Print Name: EDWARD CLARK	Title: REGIONAL VICE PRESIDENT
Signature: Edward Clark	Date: 10-13-05

~~EXHIBIT 14 – REQUIRED FORMS~~

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW VIOLATIONS

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☐ The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**

☒ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation; **OR**

☒ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation of finding.) (*The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.*)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**

☐ The Firm **HAS** been debarred by any public entity during the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History Form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature: Edward Clark	Print Name and Title: **EDWARD CLARK** **Regional Vice President**
Print Name of Firm: **Morrison Management Specialists, Inc.**	Date: 10-13-05

~~EXHIBIT 16 – REQUIRED FORMS~~

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance Program (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding the department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

Please check the option that best describes your intention to comply with the Program.

☐ I do **not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **$9.46 per hour** per employee.

☒ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than **$1.14 per hour per hour** per employee. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☐ I do **have** a bona fide health care benefit plan for those employee who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s): UNITED, CIGNA, KAISER
Company Insurance Group Number: UNITED (228733), CIGNA (3174584), KAISER NORTHERN CA (32513), KAISER SOUTHERN CA (15683)

Health Benefit(s) Payment Schedule:
☒ Monthly ☐ Quarterly ☐ Bi-Annual
☐ Annually ☐ Other _____ (Specify)

PLEASE PRINT COMPANY NAME: MORRISON MANAGEMENT SPECIALISTS, INC.	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
Signature: [signature]	Date: 10-13-05
Please Print Name: **EDWARD CLARK**	Title or Position: **REGIONAL VICE PRESIDENT**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "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 $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

8.2 Health Education

CONTRACTOR shall provide health education for food service workers.

8.2.1 It shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.

8.2.2 CONTRACTOR may accomplish this three to four hour training by accepting COUNTY instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by COUNTY.

8.3 Reimbursement for Costs Incident to Loss of Keys/Identification tokens: CONTRACTOR shall reimburse COUNTY for any and all costs, as defined by COUNTY, incurred incident to loss of keys/Identification tokens by CONTRACTOR's employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by COUNTY for such repairs or replacement of locks shall be paid by CONTRACTOR upon demand, or COUNTY may offset the cost of such repairs/replacements against any monies due to CONTRACTOR from the COUNTY.

8.4 All materials required to perform this contract, and not otherwise mentioned as being provided by the COUNTY, shall be provided by the CONTRACTOR(s) at his/her expense.

9.0 HOURS/DAY OF WORK

9.1 Recognized Holidays

The CONTRACTOR will be required to provide service on COUNTY-recognized holidays at Barry J. Nidorf Juvenile Hall. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

10.0 WORK SCHEDULES

10.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the COUNTY Program Manager and a copy to the COUNTY'S Contract Manger within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

10.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY facility's Superintendent and a copy to the COUNTY'S Contract Manger for review and approval within five (5) working days prior to scheduled time for work.

11.0 UNSCHEDULED WORK

11.1 CONTRACTOR(s) agrees that any work performed outside the scope of "Performance Work Statement" or the "Other Contractor Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with Attachment I, Section 8.4, "Changes and Amendments of Terms," shall be deemed to be a gratuitous effort on the part of the CONTRACTOR(s), and the CONTRACTOR(s) shall have no claim therefore against the COUNTY.

12.0 SPECIFIC WORK REQUIREMENTS

12.1 EMERGENCY CONDITIONS/INOPERABLE FACILITY

12.1.1 Emergency Conditions

In the case of emergency or unusual event, all employees of CONTRACTOR located on-site shall be subject to direction of the Superintendent. CONTRACTOR and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a COUNTY labor dispute which affects the delivery of services hereunder, CONTRACTOR may submit to Superintendent a claim for additional costs incurred in providing food service. Such claim shall be submitted to COUNTY Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

12.1.2 Inoperable Facility

In the event COUNTY's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of CONTRACTOR, additional expenses to provide the contract services, as agreed to by the Superintendent, shall be borne by the COUNTY in the event the COUNTY elects to continue the contracts; however, should such event outside the control of the CONTRACTOR cause the contracts to be

inoperable, the COUNTY shall have the right to terminate the contracts without further obligations for food services.

12.2 FOOD, EQUIPMENT & UTENSIL REIMBURSEMENT

12.2.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the contract by the CONTRACTOR and COUNTY. All of these items will be given a dollar value based on cost of purchase. COUNTY shall receive a credit against the contract payments based upon this agreed-upon dollar value.

12.2.2 Equipment, Utensils and Non-Consumable Supplies

12.2.2.1 A complete inventory of all equipment, utensils and non-consumable supplies as well as their specific condition will be taken by the CONTRACTOR and the COUNTY at the start of the contract. Another inventory will be taken at the close of the contract. All equipment and utensils must be returned to COUNTY in the same condition as received, less consideration for normal wear and tear.

12.2.2.2 CONTRACTOR shall reimburse COUNTY, at a reasonable cost to be determined by the superintendent, for the missing or broken COUNTY equipment, utensils or non-consumable supplies at the close of the contract or COUNTY may offset said cost against any monies due to CONTRACTOR from COUNTY.

12.3 MAINTENANCE, REPAIR & MODIFICATION OF FACILITY & EQUIPMENT

12.3.1 Condition of Kitchen at Contract Inception

COUNTY will provide complete, operable and sanitary kitchen at contract inception.

12.3.2 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by CONTRACTOR

CONTRACTOR shall describe the equipment, if any, necessary to supplement or replace existing COUNTY equipment and the COUNTY facility alterations/repairs, if any, necessary to support CONTRACTOR'S service

hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items; serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation costs and/or any alterations/repair costs.

12.3.2.1 Facility Alterations

12.3.2.1.1 In the event that the contract results in the alterations/repair of any COUNTY facility by CONTRACTOR, then prior to the commencement of any such alterations/repair CONTRACTOR shall obtain prior written approval of the plans and specifications for such alterations/repair from the Probation Department and the Internal Services Department. The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with COUNTY named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

12.3.2.1.2 In the event that the contract results in any alterations/repair of a COUNTY facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars ($10,000), then the alterations/repair may be subject to the competitive bidding requirements of State law.

12.3.2.1.3 The financing and acquisition of any such equipment and the alterations/repair of any COUNTY property will be subject to the provisions of the State Constitution, statutes, regulations and COUNTY ordinances as well as prior approval of the COUNTY including the Chief Probation Officer and other concerned officers.

12.3.3 EQUIPMENT AND OTHER PERSONAL PROPERTY

12.3.3.1 Except as otherwise provided in 12.3.3.3 below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by COUNTY, and which may be or may become COUNTY property, may be acquired by COUNTY's Internal Services Department either from CONTRACTOR or from any other provider, except that consumable items incident to the performance of services by CONTRACTOR hereunder (e.g., raw food, cleaning supplies) may be acquired independently by CONTRACTOR.

In the acquisition of all equipment and other personal property for services hereunder, CONTRACTOR shall comply with all requirements of Superintendent and COUNTY's Internal Services Department. All deliveries of equipment and other personal property shall be at times and on routes approved by Superintendent.

12.3.3.2 All equipment to be used by CONTRACTOR for the performance of services hereunder shall be subject to the prior approval of Superintendent.

12.3.3.3 CONTRACTOR shall purchase as described pursuant to Section 12.3, Paragraph 12.3.2. The cost of any such equipment which is purchased by CONTRACTOR shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by CONTRACTOR to and including the expiration of 60-months following implementation of contract.

CONTRACTOR shall be responsible for normal and appropriate equipment installation. If necessary, CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to install such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent.

12.4 AMORTIZATION – COUNTY PROPERTY

Any new equipment purchased, installed and amortized by CONTRACTOR in performance of this contract and/or any alterations, modifications or repairs of the facility will become COUNTY property, except as provided in Paragraph 12.8 below. At the expiration of 60 months following implementation of contract, title to all such equipment shall be transferred to COUNTY without any charge to COUNTY.

12.5 CARE AND MAINTENANCE EQUIPMENT

CONTRACTOR shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The CONTRACTOR will have the direct responsibility for maintaining the above equipment in working condition at all times. *(See Technical Exhibit W)*

12.6 EQUIPMENT REPLACEMENT

If the CONTRACTOR uses COUNTY equipment, etc., the COUNTY will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the COUNTY to be economically feasible and it has been determined by the COUNTY that there has not been negligence on the part of the CONTRACTOR. The CONTRACTOR must pay the COUNTY for the cost of replacing equipment and utensils, less normal depreciation, if the CONTRACTOR is found by the COUNTY to have been negligent in their use, car, control and/or maintenance.

12.7 DAMAGE TO FACILITY, BUILDING OR GROUNDS

12.7.1 CONTRACTOR will repair, or cause to be repaired, at his own cost, any and all damage to facilities, building, or grounds caused by CONTRACTOR, employees of CONTRACTOR, or persons for companies making pick-us from or deliveries to CONTRACTOR. CONTRACTOR shall be responsible for the maintenance and repair of the interior of the kitchen, and pantries and serving areas under its exclusive use and control. Such repairs or due diligent efforts to begin such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no case later than thirty (30) days after occurrence.

12.7.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All monies paid by and costs incurred by COUNTY for such repairs shall be repaid by CONTRACTOR upon demand, or COUNTY may offset the cost of the repairs against any monies due to CONTRACTOR from the COUNTY.

12.8 EQUIPMENT PURCHASE OPTION

In the event that the contract is terminated prior to completion of the 60-month period, COUNTY shall have the option to purchase any such equipment purchased by CONTRACTOR by paying CONTRACTOR the cost of such equipment less accumulated prior payments.

In the event that the contract is terminated prior to completion of 60-month period and COUNTY does not exercise such option to purchase such equipment, then:

12.8.1 CONTRACTOR may enter COUNTY premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.

12.8.2 If CONTRACTOR takes possession of such equipment then CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to restore COUNTY'S premises to the condition as existed prior to the installation of such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

12.9 INSPECTIONS

12.9.1 Inspection of Food

CONTRACTOR guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent and/or Probation Food Services Consultant.

12.9.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent and/or Probation Department Food Services Consultant at any time. These persons may sample any of the food served for any meal.

12.9.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent and/or Probation Department Food Services Consultant shall have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to the COUNTY'S feeding operation shall be made available for inspection by either COUNTY, State or Federal representatives at any time without prior notice during normal office hours.

12.9.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the CONTRACTOR shall be subject to inspection by any authorized COUNTY staff and staff of other appropriate public entities responsible for inspection of COUNTY Juvenile facilities.

12.9.5 Inspection of Equipment

The COUNTY reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this contract. CONTRACTOR shall report all building and equipment deficiencies to the Superintendent prior to making any alterations for repairs.

12.10 SECURITY OF SUPPLIES AND EQUIPMENT

CONTRACTOR is responsible for and must provide security for all supplies and equipment used in the course of the contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

12.11 DELIVERY OF SUPPLIES TO FACILITY

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Superintendent.

12.12 GOVERNMENT OBSERVATIONS

COUNTY and/or personnel from other governmental jurisdictions, other than Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by Probation Department to observe

contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR's performance.

12.13 PHOTOCOPY/DUPLICATING

CONTRACTOR must provide for any necessary photocopying/duplicating at his own expense.

12.14 LAWS AND LIMITATIONS

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

12.15 STATE AND FEDERAL REGULATIONS

CONTRACTOR shall read, understand and agree to comply with the obligations imposed by Section 306 of the Federal Clean Air Act, Federal Clean Water Act including Section 508, Executive Order 11738, the Environmental Protection Agency regulations, and any subsequent amendments as may apply to this contract. Violations of various environmental regulations will be reported to the U.S. Department of Agriculture, Food and Nutrition Services; and the U.S. Environmental Protection Agency (EPA). CONTRACTOR shall not utilize facility listed on the EPA list of Violating Facilities.

CONTRACTOR must comply with all requirements pertaining to the NSLP and SBP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations. (Refer to Section 2.18.2.8)

CONTRACTOR must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. Workers are compensated for hours worked in excess of 40 hours per week at the rate of one and one-half times the basic rate, or COUNTY will not allow overtime.

12.16 PREVAILING WAGES FOR COVERED CRAFTS

12.16.1 CONTRACTOR, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well

as all other applicable Federal, State, and local laws related to labor.

12.16.2 CONTRACTOR, its subcontractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.

12.16.3 CONTRACTOR shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.

12.16.4 CONTRACTOR shall collect, maintain and submit on a monthly basis to the County Probation Department on the form shown as *Technical Exhibit U*, the Department of Industrial Relations Public Works Payroll Reporting Form, for each covered worker who performs work at Barry J. Nidorf Juvenile Hall along with its certification thereof in the form also shown on *Technical Exhibit U*.

12.16.5 CONTRACTOR, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.

12.16.6 CONTRACTOR, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither CONTRACTOR nor any subcontractors hereunder shall require or permit any covered worker to perform any of the covered work described in *Exhibit A, 1.0 and 2.0 and Technical Exhibit* U for more than eight hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, CONTRACTOR shall forfeit to the COUNTY the penalty set forth therein.

12.17 <u>WORK OUTSIDE OF SCOPE OF CONTRACT</u>

The CONTRACTOR agrees that any work performed outside the scope of the Statement of Work, Exhibit A section of this

document, without the prior written approval of the COUNTY in accordance with Attachment I, Section 8.4, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort of the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) *Technical Exhibit P* are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

A standard level of performance will be required of CONTRACTOR(s) in the areas of food services. Technical Exhibit P summarizes the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Technical Exhibit P*, or other such procedures as may be necessary to ascertain CONTRACTOR(s) compliance with this contract. Failure of the CONTRACTOR(s) to achieve this standard can result in a deduction from CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified

within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

14.0 ADDITION/DELETION OF FACILITIES

CONTRACTOR is responsible for providing food and related services for the Barry J. Nidorf Juvenile Hall. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by COUNTY.

A. Facilities may be added to the contract at an amount agreed between COUNTY and CONTRACTOR at the time of adding the facility. The amount agreed upon shall be consistent with CONTRACTOR'S costs for existing services for similar facilities.

B. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the per meal cost proposed by CONTRACTOR.

C. If additional supplies are required on a regular basis, COUNTY will determine if there is to be an increase in costs.

/

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MORRISON MANAGEMENT SPECIALISTS, INC.
PRICING SCHEDULE
BARRY J. NIDORF JUVENILE HALL

CONTRACTOR agrees to perform stated services for a per meal fee as follows:

MEALS PER DAY	COST PER MEAL NET OF TAX	SALES TAX	COST PER MEAL WITH SALES TAX
2000-2099	1.9939	0.0247	2.0186
2100-2199	1.9638	0.0243	1.9881
2200-2299	1.9336	0.0239	1.9575
2300-2399	1.8997	0.0235	1.9232
2400-2499	1.8635	0.0231	1.8866
2500-2599	1.8235	0.0226	1.8461
2600-2699	1.7835	0.0221	1.8056
2700-2799	1.7435	0.0216	1.7651
2800-2899	1.7085	0.0211	1.7297
2900-2999	1.6785	0.0208	1.6993
3000-3099	1.6485	0.0204	1.6689
3100-3199	1.6285	0.0202	1.6487
3200-over	1.6085	0.0199	1.6284

****Exhibits M and N must be submitted with each monthly invoice.** Refer to the Contract, Standard Terms and Conditions for specifications to submit invoices/payments and all applicable forms for the living wage program.

~~EXHIBIT 18- REQUIRED FORMS~~

LIVING WAGE PROGRAM

MODEL CONTRACTOR STAFFING PLAN

COMPANY NAME: Morrison Management Specialists, Inc.
COMPANY ADDRESS 1727 Axenty Way Redondo Beach CA 90278
PROJECT: Barry J. Nidorf Juvenile Hall
DEPARTMENT NAME Food Services

Facility or Location	Position Title	[illegible]	Work Schedule	Hours Worked Per Day	Full Time / Part Time	Houly Rate	Health Ins.	Mon	Tue	Wed	Thur	Fri	Sat	Sun	County Total Hours	Non-County Total Hours
Barry J Nidorf	Cook Supervisor		6:00-2:30	7.50	FT	$ 10.75	NO	-	7.50	7.50	7.50	7.50	7.50	-	37.50	0.00
Barry J Nidorf	Cook-AM		6:00-2:00	7.50	FT	$ 10.01	YES	7.50	-	-	7.50	7.50	7.50	7.50	37.50	0.00
Barry J Nidorf	Cook-PM		11:00-7:00	7.50	FT	$ 9.46	NO	7.50	7.50	7.50	-	-	7.50	7.50	37.50	0.00
Barry J Nidorf	Cook-Prep		8:00-4:00	7.50	FT	$ 9.46	NO	3.75	3.75	3.75	3.75	3.75	-	-	18.75	18.75
Barry J Nidorf	Baker		8:00-4:00	7.50	FT	$ 10.25	YES	-	3.75	3.75	3.75	3.75	3.75	-	18.75	18.75
Barry J Nidorf	Cook/Prep/Relief	ROVER	Varies	7.50	FT	$ 9.46	NO	7.50	7.50	7.50	7.50	-	0.00	7.50	37.50	0.00
Barry J Nidorf	Cook/Prep/Relief	ROVER	Varies	7.50	FT	$ 9.46	NO	-	-	-	-	7.50	3.75	3.75	15.00	22.50
Barry J Nidorf	Supervisor AM		6:00-2:30	7.50	FT	$ 10.13	NO	7.50	7.50	7.50	7.50	7.50	-	-	37.50	0.00
Barry J Nidorf	Supervisor PM		11:00-7:00	7.50	FT	$ 11.03	NO	7.50	7.50	7.50	-	-	7.50	7.50	37.50	0.00
Barry J Nidorf	Supervisor Relief	ROVER	Varies	7.50	FT	$ 9.46	NO	-	7.50	-	7.50	7.50	7.50	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker AM		6:00-2:00	7.50	FT	$ 9.46	YES	7.50	-	-	7.50	7.50	7.50	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker AM		6:00-2:00	7.50	FT	$ 9.46	NO	-	-	7.50	7.50	7.50	7.50	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker AM		6:00-2:00	7.50	FT	$ 9.46	NO	-	-	7.50	7.50	7.50	7.50	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker AM		6:00-2:00	7.50	FT	$ 9.46	NO	7.50	7.50	7.50	-	-	7.50	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker Relief	ROVER	6:00-2:00	7.50	FT	$ 9.46	NO	7.50	7.50	7.50	7.50	7.50	0.00	0.00	37.50	0.00
Barry J Nidorf	Food Service Worker Relief	ROVER	Varies	7.50	FT	$ 9.46	NO	7.50	7.50	7.50	7.50	7.50	0.00	0.00	37.50	0.00
Barry J Nidorf	Food Service Worker PM		11:00-7:00	7.50	FT	$ 9.46	NO	7.50	7.50	-	-	7.50	7.50	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker PM		11:00-7:00	7.50	FT	$ 9.46	NO	7.50	7.50	7.50	7.50	-	-	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker PM		11:00-7:00	7.50	FT	$ 9.46	NO	0.00	-	7.50	7.50	7.50	7.50	7.50	37.50	0.00
Barry J Nidorf	Food Service Worker Relief	ROVER	11:00-7:00	4.50	FT	$ 9.46	NO	7.50	7.50	-	-	-	7.50	0.00	22.50	15.00
Barry J Nidorf	Dining Room Attendant		8:00-4:00	7.50	FT	$ 9.46	NO	0.00	7.50	7.50	7.50	7.50	7.50	0.00	37.50	0.00
Barry J Nidorf	Warehouse/Repair		8:00-4:00	3.75	FT	$ 9.46	YES	0.00	3.75	3.75	3.75	3.75	3.75	0.00	18.75	18.75
Barry J Nidorf	Office		8:00-4:00	3.75	FT	$ 9.46	NO	0.00	3.75	3.75	3.75	3.75	3.75	0.00	18.75	18.75

~~EXHIBIT 9 – REQUIRED FORMS~~

PROPOSER'S EEO CERTIFICATION

Morrison Management Specialist, Inc.
Company Name

1727 Axenty Way Redondo Beach, CA 90278
Address

63-115596
Internal Revenue Service Employer Identification Number

GENERAL

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

	CERTIFICATION	YES	NO
1.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2.	Proposer periodically conducts a self-analysis or utilization of its work force.	(X)	( )
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4.	When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective Action to include establishment of goal and/or timetables.	(X)	( )

Edward McClark
Signature

5-31-05
Date

Edward Clark, Regional Vice President

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: Yolanda Young
Title: Director of Contracts and Grants Management Division
Address: 9150 E. Imperial Hwy, A-66
Downey, CA 90242
Telephone: (562) 940-2728
Facsimile: (562) 803-6585
E-Mail Address: **Yolanda.Young@laprob.org**

COUNTY PROGRAM MANAGER:

Name: Juan Peinado
Title: Services Director
Address: 16350 Filbert Street
Sylmar, CA 91342
Telephone: (818) 364-2005
Facsimile: (818) 364-6810
E-Mail Address: **Juan.Peinado@laprob.org**

COUNTY CONTRACT MONITOR:

Name: Jennifer Donnell
Title: Contract Monitor Supervisor
Address: 11701 Alameda Street, Suite 3220
Lynwood, CA 90262
Telephone: (323) 357-5549
Facsimile: _____
E-Mail Address: **Jennifer.Donnell@laprob.org**

COUNTY CONTRACT ANALYST:

Name: Venezia Mojarro
Title: Contract Analyst
Address: 9150 E. Imperial Hwy, B-62
Downey, CA 90242
Telephone: (562) 940-2677
Facsimile: (562) 803-6585
E-Mail Address: **Venezia.Mojarro@laprob.org**

CONTRACTOR'S ADMINISTRATION

MORRISON MANAGEMENT SPECIALISTS, INC.,
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name:	Edward Clark
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	(310) 798-4017
Cell:	(310) 968-4017
Facsimile:	(310) 798-4223
E-Mail Address:	**Eclark@IamMorrison.com**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Terri Manoogian
Title:	Regional Director
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	(310) 798-4017
Cell:	(626) 825-6951
Facsimile:	(310) 798-4223
E-Mail Address:	TerriManoogian@IamMorrison.com

Notices to Contractor shall be sent to the following address:

Name:	Edward Clark
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	(310) 798-4017
Facsimile:	(310) 798-4223
E-Mail Address:	**Eclark@IamMorrison.com**

EXHIBIT G

REQUIRED FORMS

REQUIRED FORMS

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PROPOSAL SHEET

FOOD SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary to provide food services for Barry J. Nidorf Juvenile Hall Center of the County of Los Angeles Probation Department as listed below and identified in Appendix B, Statement of Work, set forth in this RFP.

Said work shall be done for the period prescribed and in the manner set forth in said Statement of Work, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if the County Board of Supervisors accepts my proposal, I will commence services on 15 calendar days' notice.

I agree to provide the specified services at Barry J. Nidorf Juvenile Hall, County of Los Angeles - Probation Department in accordance with Appendix B, Statement of Work, set forth in this RFP.

BARRY J. NIDORF JUVENILE HALL

I PROPOSE THE FOLLOWING COSTS:

Proposed cost for 867,533 annual meals: $ 1,648,052 (Net of Tax)

Additional food items costs: $ Actual cost plus 10%

~~EXHIBIT 1 – REQUIRED FORMS~~

PROPOSAL SHEET

FOR THE SECOND YEAR:

Increase or Decrease the Cost to the Original term by __0__% of the CPI Increase or Decrease.

FOR THE THIRD YEAR:

Increase or Decrease the Cost of the Second Year by __0__% of the CPI Increase or Decrease.

FOR THE FOURTH YEAR:

Increase or Decrease the Cost of the Third Year by __0__% of the CPI Increase or Decrease.

FOR THE FIFTH YEAR:

Increase or Decrease the Cost of the Fourth Year by __0__% of the CPI Increase or Decrease.

Respectfully submitted,
Morrison Management Specialists, Inc.
Firm or Corporate Name

BY _____

BY _____

BY _____

Los Angeles, California

Date: May 31, 2005

Address: 1727 Axenty Way

City: Redondo Beach, CA 90278

Phone: 310-798-4017

~~EXHIBIT 3 - REQUIRED FORMS~~
Barry J. Nidorf
BUDGET NARRATIVE

DIRECT COST:

Payroll

Wages: Our total monthly payroll cost for wages will be $39,485. This is the cost for 18.75 hourly FTE's and two full time managers. Our average hourly wage is $9.684 per hour without management. We have budgeted for 750 hours of hourly staff per week.

Benefits: Our total monthly cost for employee benefits will be $6,108. Our employees have the option of selecting medical, dental, vision, life, disability or accident insurance plans that meet their personal needs. Both hourly and management employees receive paid vacation time based on their tenure with the company. Hourly employees earn wellness time and managers receive paid leave days that they can use for sick days or personal business. Here are some details associated with those costs:

CATEGORY	PERCENTAGE
Medical, Dental, Vision, Life, Disability, Accident	7.71%
401 K, Stock Bonus Plan	1.19%
Wellness	3.28%
Vacation	3.29%
Total	15.47%

Payroll taxes and Worker's Comp: the following are the percentages we applied to calculate our costs for FICA, FUI, SUI and worker's compensation insurance:

CATEGORY	PERCENTAGE
FICA	7.65%
FUI	.80%
SUI	3.40%
Worker's compensation insurance	7.00%
Total	18.85%

Total Insurance/Miscellaneous S&S expenses:
The costs associated with each of the line items in this category are based upon our experience operating Barry J. Nidorf for the past 22 years. We feel that we have included sufficient cost to continue operating a high quality program that meets the needs of the minors, staff and administration.

Food Cost
We budgeted food cost at $1.01 per meal. As in the past, Morrison agrees to make the fullest use of USDA surplus commodities when they are available, appropriate and cost effective.

INDIRECT COST:

This expense is to offset the cost of the Morrison regional team's oversight and the support the account receives from our corporate headquarters.

PROFIT: We have included a very modest profit of 1.33%.

Method for Annually Adjusting the Incremental Fee for each succeeding year of the contract= Zero (0) percent times the per meal fees proposed on Exhibit 1, Attachment 1.

~~EXHIBIT 4 – REQUIRED FORMS~~

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

	HMO Kaiser	HMO United Healthcare
Employer Pays: $109.30	$251.66	(Employee Only)
	$209.44	$498.23 (Employee + 1)
	$347.41	$779.84 (Family)

Employee Pays: $138.67 (Employee Only)
$286.00 (Employee + 1)
$396.50 (Family)

	HMO Kaiser	HMO United Healthcare
Total Mo. Premium:	$247.97	$390.33 (Employee Only)
	$495.44	$784.23 (Employee + 1)
	$743.91	$1,176.34 (Family)

Annual Deductible
Employee $ 0 Family $ 0

Coverage (X)

X Hospital Care (In Patient X Out Patient X)
X X-Ray and Laboratory
X Surgery
X Office Visits
X Pharmacy
X Maternity
X Mental Health/Chemical Dependency, In Patient
X Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays $ 0 Employee Pays $23.57mo (Emp Only) Total Mo. Premium $23.57
$47.75/mo (Emp+1 Dep) Total Mo. Premium $47.75
$97.31/mo (family) Total Mo. Premium $97.31

Life Insurance:

Employer Pays $46cents/$1000 Employee Pays $0 Total Mo. Premium $2.30 for $5,000 coverage

Vacation:

Number of Days 5 and
Any increase after 3 years of employment, number of days or hours 10 days
after 8 years of employment, number of days or hours 15 days

Sick Leave:

Number of Days 12 days and
Any increase after no increase based on tenure) years of employment, number of days or hours _____

Holidays:

Number of Days 0 per year

Retirement:

Employer Pays $_____ Employee Pays $_____ Total Premium $_____
401K Plan offered with 35% company match.

~~EXHIBIT 5 – REQUIRED FORMS~~

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

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

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
EDWARD CLARK	310-798-4017
JACK LAWLESS	800-686-6323

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract of the proceeds thereof. If not applicable, state "NONE."

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Morrison Management Specialist, Inc.
Name of Firm

Edward Clark
Print Name of Signer

Regional Vice President
Title

Edward Clark
Signature

10-13-05
Date

~~EXHIBIT 6 – REQUIRED FORMS~~

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit king firms or businesses in which employees described in number 1 serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding12 months, came within the provisions of number 1, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or

   b. Participated in any way in developing the contract or its service specifications; and

4. Profit making firms or businesses in which the former employees described in number 3, serve as officers, principals, partners or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Edward Clark
Proposer Name

Regional Vice President
Proposer Official Title

Official's Signature

EXHIBIT 7 – REQUIRED FORMS

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____ Date: 10-13-05

~~EXHIBIT 8 – REQUIRED FORMS~~

County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: MORRISON MANAGEMENT SPECIALISTS, INC.

☒ **I AM NOT**
☐ **I AM** — **A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.**

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): **14,004**

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

Race/Ethnic Composition	Owners/Partners/ Associate Partner		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	121	172	1937	3774
Hispanic/Latino	0	0	48	26	918	1102
Asian or Pacific Islander	0	0	11	24	124	219
American Indian	0	0/	4	5	35	45
Filipino	0	0	X	X	X	X
White	0	0	676	459	1289	3013

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0%	0%	0%	0%	0%	0%
Women	0%	0%	0%	0%	0%	0%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attached a copy of your proof certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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

Print Authorized Name	Authorized Signature	Title	Date
EDWARD CLARK	Edward Clark	REGIONAL VICE PRESIDENT	10-13-05

~~EXHIBIT 10 – REQUIRED FORMS~~

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

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

_____ Yes (subject to verification by the County) – unknown we don't track this

_____ No

B. Proposer is willing to consider GAIN/GROW participants or any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

__X__ Yes _____ No

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

__X__ Yes _____ No _____ N/A – program is not available

Proposer Organization: **Morrison Management Specialist, Inc.**

Signature: _____

Print Name: **Edward Clark**

Title: **Regional Vice President**

Tel. #: **310-798-4017** Fax #: **310-798-4223**

~~EXHIBIT 13 – REQUIRED FORM~~

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: MORRISON MANAGEMENT SPECIALISTS, INC.		
Company Address: 1727 Axenty Way		
City: Redondo Beach Code: 90278	State: CA	Zip
Telephone Number: 310-798-4017		
Solicitation For Food Services:		

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

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

Print Name: EDWARD CLARK	Title: REGIONAL VICE PRESIDENT
Signature: Edward Clark	Date: 10-13-05

EXHIBIT G
Form 9

~~EXHIBIT 14 – REQUIRED FORMS~~

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW VIOLATIONS

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☐ The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**

☒ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation; **OR**

☒ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation of finding.) (*The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.*)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**

☐ The Firm **HAS** been debarred by any public entity during the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History Form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature: Edward Clark	Print Name and Title: **EDWARD CLARK Regional Vice President**
Print Name of Firm: **Morrison Management Specialists, Inc.**	Date: 10-13-05

~~EXHIBIT 16 - REQUIRED FORMS~~

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance Program (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding the department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

Please check the option that best describes your intention to comply with the Program.

☐ I do **not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **$9.46 per hour** per employee.

☒ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than **$1.14 per hour per hour** per employee. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☐ I do **have** a bona fide health care benefit plan for those employee who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s): UNITED, CIGNA, KAISER
Company Insurance Group Number: UNITED (228733), CIGNA (3174584), KAISER NORTHERN CA (32513), KAISER SOUTHERN CA (15683)

Health Benefit(s) Payment Schedule:
☒ Monthly ☐ Quarterly ☐ Bi-Annual
☐ Annually ☐ Other _____ (Specify)

PLEASE PRINT COMPANY NAME: MORRISON MANAGEMENT SPECIALISTS, INC.	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
Signature: Edward Clark	Date: 10-13-05
Please Print Name: **EDWARD CLARK**	Title or Position: **REGIONAL VICE PRESIDENT**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "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 $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Cat. No. 26996F

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	A DATA SOLUTION (AUTOMATED DATA SOLUTION)	
Principal Owners:	Renee Setero	
Debarment Start Date:	3/4/2003	Debarment End Date: 3/3/2006

Vendor Name:	ADVANCED BUILDING MAINTENANCE	
Principal Owners:	Michael Sullivan Erlinda Sullivan	
Debarment Start Date:	6/14/2005	Debarment End Date: 6/13/2008

Vendor Name:	2X, Inc. a.k.a. LA Internet, Inc., 2X Access Internet Business International (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	9/9/2003	Debarment End Date: 9/8/2006

Vendor Name:	MTS Advanced Corp.	
Principal Owners:	Emir Khan / Zulaine Hermandez	
Debarment Start Date:	2/8/2005	Debarment End Date: 2/7/2008

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer

shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports). Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.

(3) Work Location

(4) From payroll period: ___/___/___ to payroll period: ___/___/___

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Social Security #	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (16x17)	(19) Aggregate Health Benefits Paid (16+18)
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /

Title:

Telephone Number (Include area code) ( )

Page: ____ of ____

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

☐ CONTRACTOR ☐ SUBCONTRACTOR	CONTRACT NO.: TYPE OF SERVICE
NAME:	WORK LOCATION(S):
ADDRESS:	
CONTACT PERSON: TELEPHONE: ( )	PAYROLL PERIOD (Beginning and end dates):

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full		1	2	3	4	5	6	7	8	9	10	11
	☐ Part	County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full		1	2	3	4	5	6	7	8	9	10	11
	☐ Part	County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full		1	2	3	4	5	6	7	8	9	10	11
	☐ Part	County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full		1	2	3	4	5	6	7	8	9	10	11
	☐ Part	County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

CONTRACT NO.:
TYPE OF SERVICE
WORK LOCATION(S):

PAYROLL PERIOD (Beginning and end dates):

							DEDUCTIONS						
12	13	14	15	Total Hours	Pay Rate	Gross	Fica	W/Hold Tax	Health Ins.			Total Deduct	Net Wages

							DEDUCTIONS						
12	13	14	15	Total Hours	Pay Rate	Gross	Fica	W/Hold Tax	Health Ins.			Total Deduct	Net Wages

							DEDUCTIONS						
12	13	14	15	Total Hours	Pay Rate	Gross	Fica	W/Hold Tax	Health Ins.			Total Deduct	Net Wages

							DEDUCTIONS						
12	13	14	15	Total Hours	Pay Rate	Gross	Fica	W/Hold Tax	Health Ins.			Total Deduct	Net Wages

CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" or "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.2 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected

Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health

Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business

Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

TECHNICAL EXHIBITS

P - BB

PERFORMANCE REQUIREMENTS SUMMARY

1.0 INTRODUCTION

This Exhibit outlines: (1) the required services which will be monitored by the COUNTY during the term of each of the contracts; (2) the quality assurance methods which the COUNTY can use to monitor the CONTRACTOR'S performance; and, (3) the criteria for determination of payment.

2.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This chart (attached) outlines the following:

2.1 Required Service – the contract requirements considered most critical to acceptable contract performance.

2.2 Performance Indicator – the indicator used by the Probation Department to judge performance.

2.3 Standard – the standard of performance for each required service

2.4 Acceptable Quality Level (AQL) – maximum degree of deviation from each standard of performance before which the COUNTY can invoke liquidated damages.

2.5 Method of Surveillance – the quality assurance methods to be used by COUNTY to evaluate the CONTRACTOR'S performance in meeting the contract requirements.

2.6 Deduction for Exceeding the AQL – the liquidated damages which can be deducted from the contract payment for acceptable performance and exceed the AQL.

3.0 QUALITY ASSURANCE

On an ongoing basis, CONTRACTOR'S performance will be compared to the contract standards AND ACCEPTABLE QUALITY LEVELS.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used are:

- User and/or staff complaints
- Random Inspections
- Random samplings

A. User Complaints

When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the contract, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR(s). The receipt of one of more UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

B. Random Inspections

The monitor may use an inspection sheet reflecting specific cost requirements. During these inspections, the monitor will complete the inspection sheet and determine on a monthly basis if the percentage of unsatisfactory findings exceed the AQL.

Example #1: The COUNTY will monitor to determine if the sanitation requirements are met in accordance with the PRS Chart. If an inspection sheet is used which is 100 items (lot size) to be monitored and a selected AQL of 4.0%; to find a number of defects which will indicate unacceptable performance by CONTRACTOR(s), multiply the AQL (4.0%) by the lot size (100). If 4 items or more listed on the inspection sheet are defective, the CONTRACTOR(s) would exceed the AQL and deduction from CONTRACTOR'S monthly payment may occur.

Example #2: The COUNTY will monitor meal temperatures in the kitchen at selected times. Meals in the tray line will be inspected to determine if the temperatures meet the standard shown on the PRS Chart. The monitor will select the sample of 20 meals (a reduce sample size) Acceptance, Rejection Levels for Reduced Inspection chart and an AQL of 4.0%; if 5 or more meals do not meet the temperature standard, the CONTRACTOR'S performance will be considered unsatisfactory and deduction from CONTRACTOR'S monthly payment may occur.

C. Random Samplings

The basis for doing random samplings, is MIL-STD-105D sampling procedures. Random inspections will be used in cases of monitoring services to make sure the CONTRACTOR(s) is in compliance with the Performance Work Statement. Example: Production worksheets for three (3) meals services per day for a 30-day period are monitored to determine whether the food portions meet the required standard as shown on the PRS chart. A sample of 20 production worksheets is taken from a total output or lot of 90. Using the AQL of 4.0%, if three (3) or more production worksheets did not meet the standard, the CONTRACTOR'S performance will be considered unacceptable and a deduction from CONTRACTOR'S monthly payment may occur.

4.0 RESERVATION FOR ADDITIONAL MONITORING

These examples of monitoring techniques are for illustration only and do not preclude use of other measurements e.g. food portion sizes at time of serving in the units.

5.0 CRITERIA FOR DETERMINATION OF PAYMENT

5.1 CONTRACTOR(s) shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR(s), upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Requirements Summary section in the RFP. (Refer to Appendix B, Section 13.0)

5.2 If performance of a service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by Probation personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of this contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

5.3 Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR(s) respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Contract Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

5.4 The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart.

5.5 For services monitored by 100% and/or random inspection, or user complaints, the figure in Column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances, which exceed the AQL in Column 4. The resulting dollar amount is the amount of the deduction for performance variance, which shall be applied against the monthly payment.

Corrective Action

The CONTRACTOR(s) shall be required to immediately correct those activities found by Probation staff to be unacceptably performed at no additional cost to COUNTY.

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SAMPLE SIZE CHART FOR RANDOM SAMPLINGS

LOT SIZE	NORMAL SAMPLE SIZE	MEDIUM SAMPLE SIZE	SMALL SAMPLE SIZE
2-8	2	2	2
9-15	3	2	2
16-25	5	3	3
26-50	8	5	5
51-90	20	8	8
91-150	20	8	8
151-280	32	13	13
281-500	50	20	13
501-1,200	80	32	20
1,201-3,200	125	50	32
3,201-10,000	200	80	32
10,001-35,000	315	125	50
35,001-150,000	500	200	80
150,001-500,000	800	325	80
500,001 - & Over	1,250	500	125

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Menu Preparation (Appendix B, 2.7)	Menu/Substitution Log/Production Worksheet	Adhere to 5-week cycle menu (Technical Exhibit 2); No unauthorized omissions or substitutions	4%	-User and/or Staff Complaints - Random Inspections -Random Sample	**Accelerated damages schedule:** 1st incident - $50 2nd incident within the same month - $100 3rd incident and each incident thereafter within the same month - $200
Food Quality (Appendix B, 2.9)	Invoices/Meal/Labels Production Worksheet	Must meet quality standards established by the National School Lunch Program, California Youth Authority county and state regulations and (TE 22.3 & 22.4)	0%	-User Complaints -Random Inspections -Random Samples	Accelerated damages as above except deductions are : $100, 200, and $400.
Food Portions (Appendix B, 2.10) A. Portion Sizes B. Adequacy of Prepared Food	A: Utensil used/portion measurement B: Production Worksheet/food tables	Must meet requirements of a Type A school lunch (TE 22.2 & 22.4)	4%	A: Random Inspections A: Random Samples B: Random Inspections	Accelerated damages as above except deductions are: $100, 200, $400
Food Temperatures (Appendix B, 2.9.4)	Food served	Temperatures for hot foods be at or above 140° F and cold foods be at or below 41° F at all times	4 %	-Random Inspections	Accelerated damages as above except deductions are: $125, 250, $500

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Pre-Meal Preparation (Appendix B, 2.13) A. Vegetables B. Foods C. Leftovers	Meal/Label	A: Cook same day to be served B: Be prepared no earlier than 1 day before service C: Be properly labeled; not be stored more than 3 days in refrigerator	0%	- Random Inspections	Accelerated damages as above except deductions are: $125, $250, $500
Sanitation (Appendix, B, 2.14, 6.6.2, 6.6.6) A. After-meal cleanup B. Health Standards & Cleanliness C. Uniforms	Serving and disposal areas; food preparation; Equipment; Maintenance Log	Meet state and county health regulations	4%	A: Random Inspections B: Random Inspections C:Random Inspections	Accelerated damages as above except deductions are: $400, $800, $1,600
Employee Physical Examinations (Appendix B, 6.6.1)	Medical Reports/Contractors Records	Meet health requirements of state and county	0%	-Random Inspections	Accelerated damages as above except deductions are: $200, $400, $800
Training/Health Education (Appendix B, 8.2)	Contractor's Records	Provide not less than 3 to 4 hours of health education covering all aspects of food handling	0%	-Random Inspections	Accelerated damages as above except deductions are: $200, $400, $800

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Emergency Food Service Plan (Appendix B, 2.21)	A. Emergency Menu Emergency food Supply list B. Emergency food supplies on hand	A. Emergency menu food list for 2 weeks B. 2 weeks food supplies	4%	-Random Inspection	Accerlerated damages as above except deductions are: $125, $250, $500
Security (Appendix A, Sample Contract, 7.0; Appendix B, 6.3.4, 6.4) A. Supplies/Equipment B. Minimum Age C. ID Badges D. Employees E. Keys/ID Tokens F. Contractor employees shall be fingerprinted prior to employment G. No contractor staff shall have a criminal conviction unless such record has been fully disclosed previously H. Contractor shall reimburse County for record check	A: Contractor's Records B: Contractor's Records C-H: County/ Contractor Records	A: Provide security for supplies per County Requirements B: Not be 20 years of age or younger C: Meet County security requirements D: Adhere to County requirements E: Meet County Requirements F: Meet County security G: Adhere to County Requirements H: Adhere to County Requirements	0%	A-H -User Complaints -Random inspections	A-E: Accelerated damages as above except deductions are: $200, $400, $800 F-H: $100 per employee per occurrence

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Employee Benefits/Prevailing Wages for Covered Crafts (Appendix B, 12.16) Contractor is to provide all legally required employees assigned to this contract.	Contractor's Records	Adhere to County Requirements	0%	-Random Inspections	$200 per employee per occurrence
Monthly Self-Monitoring Report (Appendix B, 4.4)	County/Contractor's Records	100% Completed monthly reports on time	4%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $50 per occurrence.
Quality Control Plan (Appendix B, 4.4)	Contractor's Records	100% adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $100 per occurrence.
Contractor in compliance with Standard Terms and Conditions (Appendix A, Sample Contract)	Contractor's Records	100% Adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $50 per occurrence.

EXHIBIT Q

WEEKLY MENU

CAMPHEAD COOK MENU #1 DATE: APPROVED BY

DAY	BREAKFAST		LUNCH		DINNER	
MENU 1 Sunday	Raisins	1/2C	CREAM OF TOMATO SOUP	1 C	CHICKEN TETRAZZINI	2 C
	/ WG COLD CEREAL	2 BOXES	CRACKERS	2 PKG	BROCCOLI	1/2 C
	HAM PATTIE	1 OZ	/ TOASTED WG CHEESE SAND	2	MIXED GREEN SALAD	1 C
	/ WG TOAST	2 SL	3 BEAN SALAD	1/2C	LF FRENCH DRESSING	2 OZ
	MARG	2 PATS	OVEN FRIED POTATO	1 C	FRUIT CUP	1/2 C
	MILK	1 PT	* SWEET POTATO PIE , WHIP TOPP	1PC	/ WG BREAD	2 SL
			MILK	1/2PT	MARG	2 PATS
					MILK	1/2 PT
Monday	ORANGE	1 WH	SLOPPY JOE SAND	2	ROAST TURKEY W/ STUFFING	3 OZ
	/ OATMEAL	1 C	/ ON WG BUNS	2	MASHED POTATOES w/ GRAVY	1/2C
	SCRAM EGG	1/4 C	CORN	1/2C	PEAS	1 C
	HASH BRN POTATOES	3/4C	LETTUCE & TOMATOES SALAD	1 C	APPLE SALAD	1/2 C
	/ WG TOAST	2 SL	LF RANCH DRESSING	2OZ	* PUMPKIN CAKE	1 SQ
	MARG	2 PATS	ORANGE PINEAPPLE GELATIN	1 SQ	/ CORNBREAD	1 SQ
	MILK	1 PT	MILK	1/2PT	MILK	1/2 PT
Tuesday	Tomato Juice	1/2C	TUNA AND NOODLES	2C	SWEET SOUR PORK	11/2C
	/ WG COLD CEREAL	2 BOXES	* CARROTS	1/2C	STEAMED RICE	1 C
	BOILED EGG	1	MIXED GREEN SALAD	1 C	GREEN BEANS	1/2C
	PANCAKES	3	LF ITALIAN DRESSING	1 OZ	CABBAGE APPLE SALAD	1 C
	SYRUP	2OZ	PEACH CRISP	1/2C	ICE CREAM	1/2C
	MILK	I PT	/ WG BREAD	2SL	/ WG BREAD	2 SL
			MARG	2PATS	MARG	2PATS
			MILK	1/2 PT	MILK	1/2PT
Wednesday			HOT DOGS	2	BEEF SHEPHERD PIE	2 SQ
	/ CORN MEAL MUSH	1 C	/ WG HOT DOG BUNS	2	BROCCOLI	1/2C
	SAUSAGE PATTY	1 OZ	LF MAYO,MUSTD,CATSUP,SW RELISH		CHEF'S SALAD	1 C
	/ BKD WG FRENCH TOAST STRIPS W/	4	OVEN FRIED POTATOES	1 C	LF FRENCH DRESSING	2 OZ
	SPICED APPLE TOPPING	1/2 C	BAKED BEANS	1/2C	PEANUTBUTTER BAR	1 SQ
	MILK	1 PT	* CARROT PINEAPPLE SALAD	1/2C	/ WG BREAD	2 SL
			FRESH ORANGE	1 WH	MARG	2PATS
			MILK	1/2PT	MILK	1/2PT
Thursday	ORANGE	1 WH	BEAN BURRITO W/ CHEESE	2	BARBECUED CHICKEN	5 OZ
	CREAM OF WHEAT	1 C	SPANISH RICE	1 C	MASHED POTATOES	1/2C
	SCRAM EGG	1/4 C	* SPINACH	1/2C	CORN	1/2C
	BACON	1 SL	LETTUCE AND TOMATOES SALAD	1 C	TOSSED GREEN SALAD	1 C
	/ WG TOAST	2 SL	FRESH APPLE	1 WH / WG	LF ITALIAN DRESSING	2OZ
	MARG	2 PATS	BREAD	2 SL	* CARROT CAKE	1 SQ
	MILK	1 PT	MARG	2 PATS	/ WG BREAD	2 SL
			MILK	1/2PT	MARG	2PATS
					MILK	1/2PT
Friday	V-8 Juice	1/2C	SPAGHETTI W/ MEAT SAUCE	11/2C	BEEF STEW	2 C
	/ OATMEAL	1 C	GREEN BEANS	1/2C	* WINTER SQUASH	1/2C
	HAM SLICE	1 OZ	TOSSED GREEN SALAD	1C	KIDNEY BEAN SALAD	1/2C
	PANCAKES	3	LF RANCH DRESSING	2 OZ	CHERRY COBBLER	1 SQ
	SYRUP	2 OZ	* CANTALOUPE	1 C	/ CORNBREAD	1 SQ
	MILK	1 PT	/ WG GARLIC BREAD	1 SL	MILK	1/2PT
			MILK	1/2PT		
Saturday	BANANA	1 WH			CHEESEBURGER	4 OZ
	/ WG COLD CEREAL	2 BOXES	* CHICKEN STIR FRY W/ CARROTS	2 C	/ WG BUN	1
	SCRAM EGG	1/4 C	STEAMED RICE	1 C	LETTUCE AND TOMATOES	1/2C
	BISCUITS	2	COLESLAW	1/2C	LF MAYO,MUSTD,CATSUP,SW RELISH	
	JAM	1 OZ	FRESH ORANGE	1 WH	OVEN FRIED POTATOES	1 C
	MARG	1 PAT	/ WG BREAD	2 SL	* MIXED VEGETABLES	1/2C
	MILK	1 PT	MARG	2 PATS	BUTTERSCOTCH BROWNIES	1 SQ
			MILK	1/2PT	MILK	1/2PT

* VITAMIN A SOURCE

/ WHOLE GRAIN SOURCE

Espie Abueg, R.B. 11/04

EXHIBIT Q

CAMPHEAD COOK MENU #2 DATE: APPROVED BY:

DAY	BREAKFAST		LUNCH		DINNER	
MENU 2 Sunday	ORANGE	1 WH	BEEF & CHEESE BURRITO	2 PC	OVEN FRIED CHICKEN	2 PC
	/ OATMEAL	1 C	REFRIED BEANS	1/2 C	MASHED POTATO	1/2 C
	SCRAM EGG	1/4 C	LETTUCE & TOMATOES	1C	CUT CORN	1/2 C
	/ WG MUFFINS	2	* CARROT & RAISINS SALAD	1/2 C FRESH	SPRING GREEN SALAD	1 C
	MILK	1 PT	APPLE	1 WH	LF RUSSIAN DRESSING	2 OZ
			SALSA	1/4C	* CORN BREAD	1 SQ
			/ WG BREAD	2 SL	MARG.	1 PAT
			MARG.	2 PATS	PEANUT BUTTER BAR	1 SQ
			MILK	1/2PT.	MILK	1/2PT
Monday	RAISINS	1/2 C	BAKED HAM	3 OZ	MEAT LOAF W/ 2 OZ TOM SCE	4 OZ
	/ WG COLD CEREAL	2 BOXES	CANDIED YAMS	1/2C	STEAMED RICE	1 C
	SAUSAGE PATTIE	1 OZ	* SPINACH	1/2 C	MIXED VEGETABLES	1/2 C
	PANCAKES	3	MIXED GREEN SALAD	1 C	TOSSED GREEN SALAD	1 C
	SYRUP	2 OZ	LF ITALIAN DRESSING	2 OZ	LF FRENCH DRESSING	2 OZ
	MILK	1 PT	GRAPES, SEEDLESS	1/2C	FRESH ORANGE	1 WH
			/ WG BREAD	2 SL	/ WG BREAD	2 SL
			MARG.	2 PATS	MARG.	2PATS
			MILK	1/2PT	MILK	1/2 PT
Tuesday	Tomato Juice	1/2C	HOT DOGS ON	2	CHICKEN & NOODLE	2 C
	/ OATMEAL	1C	/ WG HOT DOG BUNS	2	GREEN BEANS	1/2C
	BOILED EGG	1	LF MAYO, MUSTD, CATSUP,SW RELISH		MACARONI SALAD	1/2C
	HASH BRN POTATO	3/4 C	BAKED BEANS	1/2C	* PUMPKIN BAR	1/2C
	/ WG TOAST	2 SL	OVEN FRIED POTATOES	1 C	/ WG BREAD	2 SL
	MARG.	2 PATS	CREAMY COLESLAW	1 C	MARG.	2 PATS
	MILK	1 PT	PEAR	1 WH	MILK	1/2 PT
			MILK	1/2PT		
Wednesday	ORANGE	1 WH	CREOLE FISH	3 OZ	ROAST BEEF W/ 2 OZ GRAVY	3 OZ
	CREAM OF WHEAT	1 C	FRIED RICE	2/3C	SCALLOPED POTATOES	1/2C
	VEG. OMELET	1/2 C	PEAS	1/2C	BROCCOLI	1/2 C
	BACON	1 SL	POTATO SALAD	1/2C	MIXED GREEN SALAD	1 C
	/ WG TOAST	2 SL	YELLOW CAKE	1 SQ	LF RANCH DRESSING	2
	MARG.	2 PATS	/ WG BREAD	2 SL	*APRICOTS	1/2C
	MILK	1 PT	MARG.	2 PATS	/ WG BREAD	2 SL
			MILK	1/2 PT	MARG.	2 PATS
					MILK	1/2 PT.
Thursday	Raisins	1/2C	CHILI MACARONI	1-1/2 C	BAKED HAM	3 OZ
	/ WG COLD CEREAL	2 BOXES	*CARROTS	1/2 C	* SWEET POTATO	1/2 C
	SCRAM EGG	1/4 C	TOSSED GREEN SALAD	1 C	CAULIFLOWER	1/2 C
	HASH BRN POTATO	3/4 C	LF RANCH DRESSING	1 OZ	CABBAGE, RAISINS SALAD	1/2 C
	/ WG TOAST	2 SL	FRUIT CUP	1/2C	GINGERBREAD W/ WHIP TOPP	1 SQ
	MARG	2 PATS	/ WG BREAD	2 SL	/ WG BREAD	2 SL
	MILK	1 PT	MARG.	2 PATS	MARG	2 PATS
			MILK	1/2 PT	MILK	1/2 PT.
Friday	ORANGE	1 WH	PORK CHOPSUEY	11/2C	HAMBURGER PATTIE ON	3 OZ
	CREAM OF WHEAT	1 C	RICE	1 C	/ WG HAMB BUN	1
	/ WG BKD FRENCH TOAST STRIPS		*BAKED WINTER SQUASH	1/2 C	LETTUCE & TOMATOES	1/2 C
	W/ 4		WALDORF FRUIT SALAD	1/2 C	LF MAYO, MUSTD, CATSUP, SW RELISH	
	SPICED APPLE TOPPING	1/2C	CANNED PINEAPPLE	1/2 C	GREEN BEANS	1/2 C
	HAM SLICE	1 OZ	/ WG BREAD	2 SL	POTATO SALAD	1/2 C
	MILK	1 PT	MARG.	2 PATS	JELLO W/FRUIT	1/2 C
			MILK	1/2 PT	MILK	1/2 PT.
Saturday	BANANA	1 WH	*VEGETABLE SOUP	1 C	BAKED FISH SCANDIA	2 PORT.
	/ WG COLD CEREAL	2 BOXES	CRACKERS	2 PKGS	RICE PILAF	1 C
	SAUSAGE LINKS	2 LINKS	COLD CUTS BOLOGNA	2 OZ	STEWED TOMATO	1/2C
	WAFFLES	3	SL. CHEESE	1 OZ	*TOSSED GREEN, SPINACH SLD	1 C
	SYRUP	2 OZ	LETTUCE & TOMATO	1 C	LF FRENCH DRESSING	2 OZ
	MILK	1 PT	LF MAYO, MUSTARD	1 OZ EA	CHERRY COBBLER	1/2C
			MACARONI SALAD	1/2 C	/ WG BREAD	2 SL
			FRESH ORANGE	1 WH /	MARG.	2 PATS
			WG BREAD	2 SL	MILK	1/2PT.
			MILK	1/2 PT		

. VITAMIN A SOURCE / WHOLE GRAIN SOURCE

EXHIBIT Q

CAMPHEAD COOK MENU #3 DATE: APPROVED BY:

DAY	BREAKFAST		LUNCH		DINNER	
MENU 3 Sunday	Raisins	1/2C	SPAGHETTI W/ MEAT SAUCE	11/2 C	BAKED HAM/ 2 OZ FRUIT SAUCE	3 OZ
	/ COLD CEREAL	2 BOXES	ITALIAN SQUASH	1/2 C	CREAMED POTATOES	1/2 C
	/ WG BAGEL	1 WH	MIXED GREEN SALAD	1 C	GREEN BEANS	1/2 C
	LF CREAM CHEESE	1 TBSP	LF ITALIAN DRESSING	2 OZ	CABB, APPLE, RAISINS SALAD	1/2C
	JAM	1 OZ	MIXED FRUIT	1/2 C	*SWEET POTATO PIE w/ WHIP TOPP	1 SL
	SAUSAGE PATTY	1 OZ	/ WG GARLIC BREAD	1 SL	/ WG BREAD	2 SL
	MILK	1PT	MILK	1/2PT.	MARG.	2PATS
					MILK	1/2PT
Monday	ORANGE	1 WH	/ BREADED CHICKEN 1 WG BUN	3 OZ	VEGETABLE LASAGNA	2PC
	/ OATMEAL	1 C	LETTUCE AND TOMATOES	1C	/ WG ITALIAN BREAD	1SL
	SCRAM EGG	1/4 C	LF MAYO,MUSTD,CATSUP,SW RELISH		MARG	1 PAT
	HASH BROWN POTATO	3/4 C	BROCCOLI	1/2C	CAESAR SALAD	1 C
	/ WG TOAST	2 SL	* SPINACH SALAD	1 C	BLOND BROWNIES	1 SQ
	MARG.	2PATS	CHERRY CRISP	2 PC	MILK	1/2PT
	MILK	1 PT	MILK	1/2PT		
Tuesday	BANANA	1 WH	* VEGETABLE SOUP	1C	CHICKEN FAJITAS ON	2 PC
	/ RAISIN BRAN CEREAL	2 BOXES	CRACKERS	2 PKGS	/ WG FLOUR TORTILLAS	
	HAM PATTIE	1 OZ	/ TURKEY CLUB ON WG BAGEL	1	LETTUCE AND TOMATOES	1 C
	HASH BROWN POTATO	3/4 C	OVEN FRENCH FRIED POTATOES	1 C	LF SOUR CREAM	2 OZ
	/ WG TOAST	2 SL	COLE SLAW	1/2 C	SALSA	2 OZ
	MARG.	2 PATS	FRESH ORANGE	1 WH	SPANISH RICE	1 C
	MILK	1 PT	MILK	1/2 PT	THREE BEAN SALAD	1/2C
					COCONUT PUDDING	1 /2C
					MILK	1/2PT
Wednesday	Tomato Juice	1/2C	CHILE CON CARNE W/ BEANS	1 C	BREADED BKD PORK CHOP	5 OZ
	CREAM OF WHEAT	1 C	CRACKERS	2PKGS	OVEN BRWN POTATO	1 C
	/ WG FRENCH TOAST	3 SL	SUMMER SQUASH	1/2 C	* SPINACH	1/2 C
	SYRUP	2 OZ	TOSSED GREEN SALAD	1 C	LETTUCE & TOMATOES SALAD	1 C
	SAUSAGE LINKS	2 LINKS	LF RANCH DRESSING	2 OZ	LF ITALIAN DRESSING	2 OZ
	MILK	1 PT	PINEAPPLE	1/2C	/ OATMEAL RAISIN COOKIE	2
			/ WG BREAD	2SL	/ WG BREAD	2 SL
			MARG.	2 PATS	MARG.	2 PATS
			MILK	1/2 PT	MILK	1/2 PT
Thursday	ORANGE	1 WH	ENCHILADAS	2 PC		
	/CORN MEAL MUSH	1 C	REFRIED BEANS	1/2 C	NEW MACARONI & CHEESE	2 C
	HARD BOILED EGG	1	* PEAS AND CARROTS	1/2 C	BROCCOLI	1/2 C
	BACON	1 SL	POTATO SALAD	1/2 C	COLE SLAW	1/2C
	/ WG TOAST	2 SL	CANNED PEACHES	1/2 C	* PUMPKIN CAKE	1 SQ
	MARG.	2 PATS	/ WG FLOUR TORTILLAS	2 PC	/ WG BREAD	2 SL
	MILK	1 PT	LF SOUR CREAM	2OZ	MARG .	2 PATS
			SALSA	2OZ	MILK	1/2PT.
			MILK	1/2 PT		
Friday	BANANA	1 WH	PIZZA W/ CHEESE TOPP	2 PC	CHEESE BURGER ON	4 OZ
	/ COLD CEREAL		BREAD STICKS	2 STKS	/ WG BUN	1
	2BOXES		GREEN BEANS	1/2C	LETTUCE & TOMATOES	1/2C
	SAUSAGE PATTY	1 OZ	*CARROT & PINEAPPLE SALAD	1/2 C	LF MAYO,MUSTD,CATSUP, SW RELISH	
	HASH BROWN POTATO	3/4 C	FRESH ORANGE	1 WH	CORN	1/2C
	/ WG TOAST	2 SL	MILK	1/2 PT	MIXED GREEN SALAD	1 C
	MARG.	2 PATS			LF ITALIAN DRESSING	2OZ
	MILK	1 PT			CHERRY CAKE PUDDING	1/2C
					MILK	1/2 PT
Saturday	V-8 Juice	1/2C	PORK BURRITO	2	HONEY LEMON CHICKEN	2 PC
	/ OATMEAL	1 C	REFRIED BEANS	1/2 C	RICE PILAF	1/2 C
	SL HAM	1 OZ	* MIXED GREEN SPINACH SALAD	1 C	CAULIFLOWER	1/2 C
	PANCAKES	3	LF RANCH DRESSING	2 OZ	GARDEN VEGETABLE SALAD	1 C
	SYRUP	2 OZ	FRESH APPLE	1 WH	SPICE COOKIES	2
	MILK	1 PT	/ WG FLOUR TORTILLAS	2 PC	/ WG BREAD	2 SL
			LF SOUR CREAM	2 OZ	MARG.	2 PATS
			MILK	1/2 PT	MILK	1/2 PT.

. VITAMIN A SOURCE / WHOLE GRAIN SOURCE

EXHIBIT Q

CAMPHEAD COOK MENU #4 DATE: APPROVED BY:

DAY	BREAKFAST		LUNCH		DINNER	
MENU 4 Sunday	ORANGE	1 W	BEAN SOUP	1 C	ROAST BEEF/ 2 OZ GRAVY	3 OZ
	/ OATMEAL	1 C	CRACKERS	2 PKGS	MASHED POTAO	1/2 C
	* PUMPKIN MUFFIN	1 SQ	BEEF TACO PIE	2 PC	* MIXED VEGETABLES	1/2 C
	SCRAMBLED EGG	1/4 C	CORN	1/2C	LETTUCE & TOMATOES SLD	1 C
	MILK	1 PT	LETTUCE AND TOMATOES	1 C	LF RUSSIAN DRESSING	2 OZ
			LF SOUR CREAM	2 OZ	SPICE CAKE	1 SQ
			FRESH APPLE	1 WH	/ WG BREAD	2 SL
			MILK	1/2PT.	MARG.	2 PATS
					MILK	1/2PT
Monday	Tomato Juice	1/2C	PORCUPINE MEAT BALLS/TOM SCE	3 OZ	BEEF STEW	1 C
	/ WG COLD CEREAL	2 BOXES	OVEN BRN POTATO	1C	NOODLES	1 C
	/ WG FRENCH TOAST	3 SL	CAULIFLOWER	1/2 C	SWEET & SOUR RED CABBAGE	1/2 C
	HAM PATTIE	1 OZ	CUCUMBER ONION SALAD	1/2C	FRUIT SALAD	1/2C
	SYRUP	2 OZ	* APRICOTS	1/2 C	BREAD PUDDING	1/2 C
	MILK	1 PT	/ WG BREAD	2 SL	/ WG BREAD	1 SL
			MARG	2 PATS	MARG	1 PAT
			MILK	1/2 PT	MILK	1/2 PT
Tuesday	STEWED PRUNES	6 PCS	CORNED BEEF, BOILED	3 OZ	CHEESEBURGER ON	4 OZ
	/ CORN MEAL MUSH	1 C	BOILED POT & CABBAGE	1 C	/ WG BUN	1
	SCRAMBLED EGG	1/4 C	* CARROTS	1/2C	OVEN FR FR POTATOES	1C
	BACON	1 SL	MIXED GREEN SALAD	1 C	LF MAYO, MUSTD, CATSUP, SW RELISH	
	/ WG TOAST	2 SL	LF RANCH DRESSING	2 OZ	CUT CORN	1/2 C
	MARG.	2 PATS	FRESH ORANGE	1/2 C	LETTUCE & TOMATOES	1 C
	MILK	1 PT	/ WG BREAD	2 SL	SHERBET	1/2C
			MARG	2PATS	MILK	1/2 PT
			MILK	1/2 PT		
Wed.	ORANGE	1 WH	BARBECUE PORK ON	3 OZ	OVEN BAKED CHICKEN	2PC
	/ OATMEAL	1 C	/ WG BUN	1	PARSLIED POTATOES	1/2 C
	WAFFLES	3	BAKED BEANS	1/2 C	* CARROTS	1/2 C
	SYRUP	2OZ	* MIXED VEGETABLES	1/2 C	SPRING GREEN SALAD	1 C
	SAUSAGE PATTY	1 OZ	CABB, APPLE & CELERY SALAD	1/2 C	LF FRENCH DRESSING	2 OZ
	MILK	1 PT	LEMON MERINGUE PIE	1 PC	PINEAPPLE SLICED	4 SL
			MILK	1/2 PT	/ WG BREAD	2 SL
					MARG.	2PATS
					MILK	1/2 PT
Thursday	Raisins	1/2C	CHILI CON CARNE W/ BEANS	1 C	SALISBURY STEAK /2OZ GRAVY	3 OZ
	WG COLD CEREAL	2 BOXES	STEAMED RICE	1 C	MASHED POTATOES	1/2 C
	HARD BOILED EGG	1	PEAS	1/2 C	BROCCOLI	1/2 C
	HASH BRN POTATO	3/4 C	TOSSED GREEN SALAD	1 C	* CARROT RAISINS SALAD	1/2 C
	/ WG TOAST	2 SL	LF ITALIAN DRESSING	2 OZ	APPLESAUCE CAKE	1 SQ
	MARG.	2 PATS	FRESH PEAR	1 WH	/ WG BREAD	2 SL
	MILK	1 PT	/ WG BREAD	2 SL	MARG.	2 PATS
			MARG.	2 PATS	MILK	1/2 PT.
			MILK	1/2 PT		
Friday	ORANGE	1 WH	TAMALE PIE	2 SQ	BAKED CAJUN FISH	2PC
	CREAM OF WHEAT	1 C	ZUCCHINI SQUASH	1/2 C	OBRIEN POTATOE	1/2 C
	/ WG PANCAKES	3	GARDEN VEGETABLES SALAD	1 C	GREEN BEANS	1/2 C
	SYRUP	2 OZ	LF RANCH DRESSING	2 OZ	MIXED GREEN SALAD	1 C
	SLICED HAM	1 OZ	APPLE COBBLER	1/2 C	LF FRENCH DRESSING	2 OZ
	MILK	1 PT	/ WG BREAD	2 SL	* SWEET POT PIE ,WHP TOPP	1/2 C
			MARG.	2 PATS	/ WG BREAD	2 SL
			MILK	1/2 PT	MARG .	2 PATS
					MILK	1/2 PT.
Saturday	BANANA	1 WH	SALAD PLATE- EGG SALAD	1/3C	TURKEY A LA KING	11/2C
	/ WG COLD CEREAL	2 BOXES	HAM SLICE,CHEESE SL	1 OZ EA	STEAMED RICE	1 C
	SCRAMBLED EGG	1/4 C	BAKED BEANS	1/2 C	BROCCOLI	1/2 C
	BISCUITS	2	LETTUCE & TOMATOES	1 C	COLE SLAW	1/2C
	MARG	2 PATS	* CANTALOUPE	1 C	PEANUT BUTTER COOKIES	3
	HASH BROWNS	3/4 C	/ WG BREAD	2 SL	/ WG BREAD	2 SL
	MILK	1 PT	MARG	2PATS	MARG.	2 PATS
			MILK	1/2 PT	MILK	1/2 PT.

. VITAMIN A SOURCE / WHOLE GRAIN SOURCE

EXHIBIT Q

CAMPHEAD COOK MENU #5 DATE: APPROVED BY:

DAY	BREAKFAST		LUNCH		DINNER	
MENU 5 Sunday	APPLESAUCE	1/2C	SUBMARINE SAND	1	BARBECUED CHICKEN	2PC
	/ OATMEAL	1 C	/ WG SUB ROLL	1	PARSLIED POTATOES	1/2 C
	SAUSAGE LINKS	2 LINKS	BOLOGNA,CHEZ ,TURKEY,HAM	1 OZ EA	GREEN BEANS	1/2C
	MUFFINS	2	LETTUCE AND TOMATOES	1 C	MACARONI SALAD	1/2C
	MARG	2 PATS	POTATO SALAD	1C	PUMPKIN PIE, WP TOPP	1/2C
	MILK	1 PT	RANCH STYLE BEANS	1/2 C	/ WG BREAD	2 SL
			MELON	1 C	MARG.	2 PATS
			MILK	1/2PT	MILK	1/2PT
Monday	ORANGE	1 WH	TURKEY AND NOODLES	2 C	POLISH SAUSAGE	3 OZ
	CREAM OF WHEAT	1 C	* CARROTS	1/2 C	BAKED BEANS	1/2 C
	/ WG PANCAKES	3	CABB,APPLE,CELERY SALAD	1/2C	LYONNAISE POTATO	1/2C
	HAM PATTIE	1 OZ	PEARS	1/2 C	COLESLAW	1/2C
	SYRUP	2 OZ	/ WG BREAD	2 SL	APPLE SAUCE	1/2 C
	MARG.	1 PAT	MARG	2PATS	/ WG BREAD	2 SL
	MILK	1 PT	MILK	1/2 PT	MARG	2 PATS
					MILK	1/2 PT
Tuesday	TOMATO JUICE	1/2C	BAKED LASAGNA	2 SQ	CORNED BEEF	3 OZ
	/ OATMEAL	1 C	ZUCCHINI SQUASH	1/2C	BOILED POTATOES & CABB	1 CUP
	SCRAMBLED EGG	1/4C	TOSSED GREEN SALAD	1 C	* CARROTS	1/2C
	HASH BROWN POTATO	3/4C	LF ITALIAN DRESSING	2 OZ	KIDNEY BEANS SALAD	1/2C
	/ WG TOAST	2 SL	APPLE CRISP	1/2C	MIXED FRUIT CUP	1/2C
	MARGARINE	2PATS	/ WG GARLIC BREAD	2 SL	/ WG BREAD	2 SL
	MILK	1 PI	MILK	1/2PT	MARGARINE	2PATS
					MILK	1/2PT
Wed.	RAISINS	1/2 C	CHICKEN CACCIATORE	2 PC.	BAKED HAM W/ 2OZ FRT SCE	3 OZ
	/ WG COLD CEREAL	2 BOXES	STEAMED RICE	1 C	* SWEET POTATOES	1/2C
	FRIED EGG	1	BROCCOLI	1/2 C	CAULIFLOWER	1/2C
	BACON	1 SL	SPRING GREEN SALAD	1 C	3 BEAN SALAD	1 C
	/ WG TOAST	2 SL	LF RUSSIAN DRESSING	2 OZ	PINEAPPLE UP-SIDE DWN CAKE	1 SQ
	MARG	2 PATS	FRESH ORANGE	1 WH	/ WG BREAD	2 SL
	MILK	1 PT	/ WG BREAD	2 SL	MARG.	2 PATS
			MARG	2PATS	MILK	1/2 PT.
			MILK	1/2 PT		
Thursday	ORANGE	1 WH	BKD BRD FISH SAND ON	4 OZ	ROAST TURKEY W/ 2OZ GRAVY	3 OZ
	/ CORN MEAL MUSH	1 C	/ WG BUN	1	MASHED POTATO	1/2 C
	/ WG FRENCH TOAST	3 SL	LF MAYO, MUSTD.CATSUP,SW RELISH		* MIXED VEGETABLES	1/2 C
	SYRUP	2 OZ	OVEN FRIED POTATO	1C	COLE SLAW	1/2 C
	SLICED HAM	1 OZ	BAKED BEANS	1/2	APPLESAUCE CAKE	1 PC
	MILK	1 PT	* CARROT SALAD	1/2 C	/ WG BREAD	2 SL
			CHERRY COBBLER	1 SQ	MARG	2PATS
			MILK	1/2PT	MILK	1/2 PT
Friday	BANANA	1 WH	TURKEY CHOW MEIN	11/2 C	MEAT LOAF W/ 2 OZ TOM SCE	3 OZ
	/ WG COLD CEREAL	2 BOXES	CHOW MEIN NOODLES	1 C	OVEN FRIED POTATO	1 C
	SCRAMBLED EGG	1/4 C	* BAKED WINTER SQUASH	1/2 C	* CARROTS	1/2 C
	HASH BROWN POTAT ES	3/4 C	POTATO SALAD	1/2 C	TOSSED GREEN SALAD	1 C
	/ WG TOAST	2 SL	FRESH ORANGE	1 WH	LF FRENCH DRESSING	2 OZ
	MARG.	2 PATS	/ WG BREAD	2 SL	BAKED CUSTARD	1/2C
	MILK	1 PT	MARG	2 PATS	/ WG BREAD	2 SL
			MILK	1/2 PT	MARG .	2 PATS
					MILK	1/2 PT.
Saturday	V-8 JUICE	1/2 C	HOT DOGS ON	2	ENCHILADAS	2
	CREAM OF WH EAT	1 C	/ WG BUNS	2	REFRIED BEANS	1/2C
	BOILED EGG	1	OVEN BKD FRFR POTATO	1 C	SPANISH RICE	1/2 C
	DOUGHNUT	1	CORN	1/2 C	MIXED GREEN SALAD	1 C
	/ WG TOAST	2 SL	RELISH PLATE	2 OZ	LF ITALIAN DRESSING	2OZ
	MARG.	2 PATS	* APRICOTS	1/2 C	/ WG FLOUR TORTILLAS	2 PC
	MILK	1 PT	LF MAYO, MUSTD, CATSUP, SW RELISH		LF SOUR CREAM	2 OZ
			MILK	1/2 PT.	SALSA	2 OZ
					* PUMPKIN BAR	1/2C
					MILK	1/2PT

. VITAMIN A SOURCE / WHOLE GRAIN SOURCE

ADDENDUM TO MENU

I. Minimum Standards

The following minimum standards are included in order to clarify the quality requirements cited in the contract. This shall be accomplished by attaching the standards to the menu (Technical Exhibit 2).

Meats – USDA Good or Better

Fresh Vegetables – (except squash) US No. 1

Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 40% whole grain flour or meal as determined by weight.

Whole grain flour or meal – the product derived by grinding the entire grain. If a flour or meal does not contain the germ it is not whole grain.

Milk – an offering of whole milk and low-fat milk, skim milk, or buttermilk.

Fat content shall not be more than 20% in meat. No fillers to be used in ground beef except for an allowable 4% maximum of soybean filler.

II. Sack Lunch Definition

Two sandwiches each containing 2 oz. of protein, ½ oz. salad dressing or mustard on each sandwich. One piece of fresh fruit, 2 celery and 2 carrot sticks, ½ pint of milk, and one of the following: 1 small bag of potato chips, 2 each large cookies (no icing) or 3 small cookie (no icing).

All meals shall comply with diet modifications for attachment March 17, 1981 Board Order. In reference to the whole grain bread products requirement, the above stated definition will apply.

Menu variations may be made in recognition of the following holidays: New Year's Day, Dr. Martin Luther King's birthday, Washington's birthday, Ash Wednesday, Good Friday, Easter, Cinco de Mayo, July 4, Thanksgiving and Christmas.

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TECHNICAL EXHIBIT 3 (cont'd.)

MEAL SUPPLEMENT FOR PREGNANT OR LACTATING STUDENTS PROGRAM (PALS)

MEAL SUPPLEMENT PATTERN (Effective September 1987)

COMPONENT	PORTION SIZE	ALLOWABLE SUSTITUTION
Meat/Meat Alternate	2 oz.	
Bread/Bread Alternate	0-2 servings	1 cup fruit – once/week
Calcium Supplement	1 oz. Cheese or ½ pint milk	1 cup unsweetened yogurt – twice/week

For the purpose of this program, the following definitions will apply:

Supplement A time when all of the additional components are provided

Snack A fraction of the additional components are provided. The remainder may be offered as a separate snack or with breakfast or lunch.

These quantities must be added to the total amount of food required by the National School Lunch and School Breakfast Programs. They may be added to a meal or served separately at or dispersed through the following times:

Breakfast
Morning/Afternoon Snack
Lunch
Morning/Afternoon Supplement

The total amount of bread/bread alternate served per day, including breakfast and lunch, must equal three servings.

One cup of fruit may replace one serving of the bread component, one a week, in this supplemental program only. Unsweetened yogurt must be made with pasteurized milk, and may replace eight ounces of milk or one ounce of cheese, up to two times a week, in this supplement **program only**.

SAMPLES

NATIONAL SCHOOL LUNCH PROGRAM (NSLP) ONLY – SUPPLEMENT

COMPONENT	NSLP REQUIREMENTS	**PALS REQUIREMENTS**	TOTAL
Meat/Meat Alternate	2 oz	2oz	4oz
Bread/Bread Alternate	3 servings/week	1-2 servings	3 servings/day
Calcium Supplement	no requirement	1 oz cheese or ½ pt milk	1 serving
Milk	½ pint	see Calcium Supplement	½ pint
Vegetable and/or Fruit	¾ cup	no requirement	¾ cup

NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM (SBP) - SUPPLEMENT

COMPONENT	SBP REQUIREMENTS	**NSLP REQUIREMENTS**	PALS REQUIREMENTS	TOTAL
Meat/Meat Alternate	0-2 oz	2 oz	2 oz	4-6oz
Bread/Bread Alternate	0-2 servings	3 servings/week	0-1 servings	3-4 serv/day
Calcium Supplement	no requirement	no requirement	1 oz cheese/ ½ pt milk	1 serving
Milk	½ pint	½ pint	see Calcium Suppl.	1 pint
Vegetable and/or Fruit	¾ cup	¾ cup	no requirement	¾ cup

EXHIBIT S

California Department of Education
Child Nutrition and Food Distribution Division

FOOD BASED MENU PRODUCTION RECORD

SITE _____ OFFER VS SERVE: Circle yes/no WEEK OF: _____

Meal count record			Listed Menu/Menu item & Portion Size	Recipe title or code numbers	Contribution to meal pattern				# times recipe	# portion prepare	A la carte servings	Left-overs
Age/Grade/Group	Estimate	Actual			M/MA oz	G/B serv	V/F cup	Milk oz				
Date												
Students												
Students												
Adults												
Total												
Date			TOTALS									
Students												
Students												
Adults												
Total												
Date			TOTALS									
Students												
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Total												
Date			TOTALS									
Students												
Students												
Adults												
Total												
Date			TOTALS									
Students												
Students												
Adults												
Total												
			TOTALS									

FEDERAL SURPLUS FOODS AND AVAILABILITY FOR FOOD SERVICES

Barry J. Nidorf Juvenile Hall is eligible for Federal surplus foods because there are school-age children housed in each of the facilities who attend school.

The amount of surplus food available to the Probation Department is based on the population of juveniles in the County Probation-operated facilities as reported monthly to the State.

The Food Services Consultant consults each facility on their need and requests surplus foods as needed by the Department or as ordered by Contractor. When the food is sent by the State it is then allocated to various juvenile facilities.

The contract between the County and Contractor must be approved by the State before the Contractor can receive such food. The Contractor will be required to complete certain State forms. Charges to the Contractor will include fair market value of food ordered by Contractor plus related transportation, storage and handling fees assessed by the State (See Appendix B, 2.0)

EXHIBIT U

California

PUBLIC WORKS PAYROLL REPORTING FORM

Department of Industrial Relations

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.: SPECIALTY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACA HOLIDAY	HEALTH & WELF	PENSION		
			O												TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACA HOLIDAY	HEALTH & WELF	PENSION		
			O												TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACA HOLIDAY	HEALTH & WELF	PENSION		
			O												TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACA HOLIDAY	HEALTH & WELF	PENSION		
			O												TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		

S = STRAIGHT TIME *OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing CERTIFICATION **MUST** be completed Form A-1-131 (New 2-80) O = OVERTIME wage determinations must be separately listed. Use extra sheet(s) if necessary SDI = STATE DISABILITY INSURANCE

Refer to website http://www.dir.ca.gov/dlse/PublicWorksPayrollInstructions.htm

EQUIPMENT AND BUILDINGS MAINTENANCE PROCEDURE
FOR
FOOD SERVICE CONTRACTS WITH PRIVATE COMPANIES

ROUTINE: All requests for maintenance and repairs by the Contractor will be submitted on written work orders to the Superintendent for submission to the appropriate Internal Services Department repair shop.

EMERGENCY: In the event of a breakdown of basic utility services, e.g., plumbing, electrical, air conditioning, sewers, et. al; the Contractor will notify the Superintendent (Officer of the Day on evenings and weekends/holidays) by telephone, who will call the appropriate Internal Services Department emergency serviceman for immediate repairs. Emergency requests for service must be confirmed within twenty-four (24) hours are written work orders. If after repairs are completed, it appears that the breakdown was the result of Contractor's negligence or within the regular maintenance responsibilities of the Contractor, the cost of repairs will be billed to Contractor.

RESPONSIBILITY: The attached strip sheets of Internal Services Department Maintenance Policy detail the regular maintenance responsibility of Contractor and/or County. They will be used as a guide in determining fiscal responsibility as well as who shall maintain and repair the equipment and buildings.

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Table - Baker S/S -95"L x 48"W	X				
Serving - Portable - S/S	X				
Double Sink - S/S w/Faucet Built- in	X				
Table -Sink - 30" x 17 ½ Built- in Main Kitchen	X				
Mixer-Floor-Vulcan Auto Mix Model FM80	X				
Pan-Bake-Alum. 22"L x 12"W x2"D (4)	X				
Proofbox - Model # PA1000	X				
Bins -S/S -Portable w/Caster (8)	X				
Refrigerator - 2 door - Traulsen			X	13	
Refrigerator/Freezer Walk-in Bally			X	13	
Strainer -China Cap (2) Large (2) Small	X				
Kettle-Steam S/S Serial #1976 Model D43	X				
Whip-Hand-16" (3)	X				
Hot/Cold Carts-Cres-Cor (13)	X				
Ovens 6 ea.- Bakers - Blodgett Co.	X				
Cart Utility- 3 Shelves w/Casters	X				
Pans - Sheet - 18"W x 26" x 1 1/4"D	X				
Sink-Table Combination L Shape-14	X				
Slicer-Meat/Vegetable-Hobart	X				
Mixer - Vulcan-Floor Model	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Food Cutter - Buffio Chopper	X				
Table 12' w/Shelves & Sink Built-in	X				
Refrigerators - S/S (3)			X	13	
Refrigerator Freezers-Bailey Co Walk-in (2)			X	13	
Refrigerator Walk-in			X	13	
Ladder - roll away			X		
Hot Line w/Sneeze Guard-Cabinet-Refrig.	X				Mech. To maintain refrig.
Table-Utensil Rack w/Sink	X				
Table-Work 6' - S/S	X				
Meat Saw - Hobart	X				
Food Warmer-Serving Line 1-Kitchen 1-Cart Room	X				
Conveyer - Serving Line	X				
Food Warmer-Stationary 8 -Compartment Floor Model	X				
Spoons - Basting -Solid (6)	X				
Ranges w/Ovens (3) Garland	X				
Deep Fat Fryer (2) Garland	X				
Grills (1) Garland	X				
Convection Ovens - Electric (6)	X				
Steam Kettles - 2-40 Gal. 1-60 Gal.	X				
Table 15' x 30" - S/S	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Table -10" x 30" - S/S	X				
Garbage Disposal (1)			X	11	
Fry Baskets Wire w/Handle (4)	X				
Table w/Caster - S/S - 60" Long	X				
Pot & Pan Washing Machine	X				
Pre-Wash Sink & Table-Combination (2)	X				
Portable Shelves w/Caster 45" (7),60" (3), 33" (1)	X				
Table Racks S/S for Utensils w/3 Shelves (2)	X				
Desk - Main Kitchen	X				
Racks - Dishwasher -Plastic (12)	X				
Racks - Pot & Pan - S/S	X				
Silverware Rack - 6 Cylinder	X				
Pots-Bain Marie-2 Qt. Round (4)	X				
Table w/Casters - S/S - 66" Long	X				
Strainer - Large (3)	X				
Food Cart - Hot Cart - Useco	X				
Whip - Kettle	X				
Light Fixtures			X	5	Contractor-bulbs/County Fixture
Bowl Stand w/Salad Bowl 130 Qt.	X				
Laddle - 72 oz (2)	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Laddle - 24 oz (2)	X				
Bowls - Mixing - 50 Qt. (2)	X				
Bowls - Mixing - 25 Qt. (2)	X				
Shelving - portable - S/S Wire 35" w/Casters	X				
Shelving -Portable - S/S Wire 60" w/Casters (4)	X				
Table-Dining Room 6'L x 36"W (4)	X				
Carryall Tram - Nordskog	X				
Table-Round-36"-2 in Storage	X				
Trays-Fiberglass-14" x 18" (51)	X				
Sink & Faucets w/Cabinet - S/S	X				
Sink & Counter Tops - In Dining Room	X				
Fire Extinguisher in Hood - Automatic	X				
Fire Extinguisher - Portable			X	13	
Racks-Bun-Metal-#1A6B-181-EPCO (2)	X				
Ice Machine	X				
Filters In Hood	X				
Doors Interiors	X				
Traps			X	11	
Faucets	X				
Qualheim Slicer and Cutter	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Cabinet-Metal-30"x70"x32" - 2 Door	X				
Whip -Hand w/3" Handle	X				
Hotel Pans 10" x 12 ½" x 6"D	X				
Rinse Sprinkler -Overhead	X				
Pots-Aluminum w/Handle-Stock-(2)Lg (2)Sm	X				
Roast Pans w/Handles 8-24"x16"x 4 ½" 2 Handles	X				
Hotel Pans w/Lids (68) 54-6"d, 4-4"d, 10-2"d	X				
Hotel Pans -Perforated (8) 2-2 ½"d, 3-4"d, 3-6"d	X				

District 4 Facility: Barry J. Nidorf Juvenile Hall Address: 16350 Filbert Street., Sylmar BIS 700

MONTHLY COMMODITIES ACTIVITY REPORT

California Department of Education
Child Nutrition and Food Distribution Division
FDS-C-065 (2/91)

MONTHLY COMMODITIES ACTIVITY REPORT

PART A

This report for the month of _____, 200 ____

Name of Recipient Agency Los Angeles County Probation Department

Contact Person: Juan Peinado, Program Manager (interim) Phone: (818) 364-2005

Feeding Site: Barry J. Nidorf Juvenile Hall

Name of Contractor: _____

Contact Person: _____ Phone: _____

The following represents the USDA current fair market value of commodities used during the month as reported by the Contractor to the Recipient Agency. Monthly Commodities Activity Report (Part B) must be attached.

Totals from Page 1 $ _____

Totals from Page 2 $ _____

Totals from Page 3 $ _____

Totals from Page 4 $ _____

Totals from Page 5 $ _____

GRAND TOTAL OF FAIR MARKET VALUE **$** _____

Comments: _____

_____

MONTHLY COMMODITIES ACTIVITY REPORT - PART B

Recipient Agency: Los Angeles County Probation Department

Site: Barry J. Nidorf Juvenile Hall

Month: _____

Code	Commodity	Pack Size	Beginning Monthly Balance	Received	Total	Ending Monthly Balance	Quantity Used	Unit Market Value	Value of Commodity Used*

Total Value $

**The USDA value shall be determined by the most recent pricing information published by the Food Distribution Section at the time the contract was approved. Attach additional pages if needed.*

EXHIBIT Y

ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACT FOR FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL

CONTRACTOR EMPLOYEE

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:_____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION: _____

EXHIBIT Z

ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
CONTRACT FOR FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL
NON-EMPLOYEE

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION: _____

EXHIBIT AA

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

_____
(Signature)

_____
Name (Print)

_____Classification/Title

_____
Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. *(All staff assigned/working under the contract must complete a CORI form. Keep original on file and forward a copy to Probation Contract Manager.)*

CONTRACT DISCREPANCY REPORT

PART I: CONTRACT DISCREPANCY REPORT (CDR) - UNACCEPTABLE SERVICE

COUNTY PROGRAM MANAGER SHALL COMPLETE AND FORWARD PART I TO CONTRACTOR WITH CDR/PART II ATTACHED.

Date of Unacceptable Service: _____ Review Period: _____

Description of Unacceptable Service:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Has this type of unacceptable performance occurred before? ☐ Yes ☐ No

If Yes, When? _____

Signed _____ Date _____

CONTRACT DISCREPANCY REPORT

PART II: CONTRACT DISCREPANCY REPORT (CDR) – CONTRACTOR'S RESPONSE

CONTRACTOR SHALL COMPLETE PART II AND RETURN TO THE COUNTY PROGRAM MANAGER.

Date Received from County: _____

Explanation for Unacceptable Performance: _____

_____

_____

_____

_____

_____

_____

_____

Correction Action Taken:

_____

_____

_____

_____

_____

_____

_____

Plan to Prevent Recurrences:

_____

_____

_____

_____

_____

_____

_____

Signed

Date

EXHIBIT CC

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a bid for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Probation- Barry J. Nidorf Juvenile Hall
Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title	Signature	Date
Edward Clark	RVP	Edward Clark	10-10-05

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.
G:SNP:DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

http://www.cde.ca.gov/nsd/npm/snp/suspens.htm

ATTACHMENT II

PROBATION DEPARTMENT
Prop A Review - Food Services at BJNJH
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries -

Classification	Monthly 5th Step Salary	No. of Positions	No. of Months	Total
Chief Cook	3,581.73	1.0	12	42,980.76
Head Cook	3,289.09	1.0	12	39,469.08
Senior Cook	2,913.00	4.0	48	139,824.00
Cook	2,487.00	5.0	60	149,220.00
Food Service Worker	1,963.18	12.0	144	282,697.92
	Subtotal	23.0		654,191.76
	Add: Cost of Living Adjustment (COLA) 2.5%			16,354.79
	COLA Adjusted Subtotal			670,546.55
	Less: 5th Step Salary Savings 4.348%			(29,155.36)
	Total Direct Salaries			641,391.19
	Employee Benefits 44.096%			282,840.69
Total Salaries & Employee Benefits				924,231.88

Services & Supplies/Equipment	
Food	876,224.00
Cleaning Supplies	2,904.00
Paper Supplies	67,056.00
Background Checks/Physicals	756.00
Kitchen Smallwares	2,604.00
Uniforms/Safety Shoes and Belts	3,084.00
Supplies, Laundry, Misc.	3,924.00
Computer Support	1,680.00
Food Safety Audit	600.00
Repairs	4,332.00
Education	1,500.00
Taxes and Licenses	2,047.00
Total Services and Supplies	966,711.00
Indirect Costs	-
Total Estimated Avoidable Costs	**1,890,942.88**

CONTRACTING COSTS

Direct Costs	
Contract costs	1,615,748.00
Indirect Costs	10,656.00
Profit	21,648.00
Sales Tax	20,387.00
Total Contract Costs (Direct plus Indirect)	**1,668,439.00**
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	**222,503.88**
Percent of Savings (222,504/1,668,439)	11.77%

ATTACHMENT III

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

	HMO Kaiser	HMO United Healthcare
Employer Pays: $109.30	$251.66	(Employee Only)
	$209.44	$498.23 (Employee + 1)
	$347.41	$779.84 (Family)

Employee Pays: $138.67 (Employee Only)
$286.00 (Employee + 1)
$396.50 (Family)

	HMO Kaiser	HMO United Healthcare
Total Mo. Premium:	$247.97	$390.33 (Employee Only)
	$495.44	$784.23 (Employee + 1)
	$743.91	$1,176.34 (Family)

Annual Deductible
Employee $ 0 Family $ 0

Coverage (X)

X Hospital Care (In Patient X Out Patient X)
X X-Ray and Laboratory
X Surgery
X Office Visits
X Pharmacy
X Maternity
X Mental Health/Chemical Dependency, In Patient
X Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays $ 0 Employee Pays $23.57mo (Emp Only) Total Mo. Premium $23.57
$47.75/mo (Emp+1 Dep) Total Mo. Premium $47.75
$97.31/mo (family) Total Mo. Premium $97.31

Life Insurance:

Employer Pays $46cents/$1000 Employee Pays $0 Total Mo. Premium $2.30 for $5,000 coverage

Vacation:

Number of Days 5 and
Any increase after 3 years of employment, number of days or hours 10 days
after 8 years of employment, number of days or hours 15 days

Sick Leave:

Number of Days 12 days and
Any increase after no increase based on tenure) years of employment, number of days or hours _____

Holidays:

Number of Days 0 per year

Retirement:

Employer Pays $_____ Employee Pays $_____ Total Premium $_____
401K Plan offered with 35% company match.

ATTACHMENT IV

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list. The solicitation information was placed on the Internal Services Department Purchasing and Contracting Opportunity website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Los Angeles Sentinel, and a group of ethnic community newspapers published by the Eastern Group Publications.

II. A list of firms from which the Department solicited offers:

The Probation Department's Food Services Bidder's list is attached. (Attachment IV-A)

III. On final analysis and consideration of award, Morrison Management Specialists, Inc., was selected without regard to sex, religion, race, color, or creed.

IV. The Organization Information Form for Morrison Management Specialists, Inc., is attached as Attachment IV-B.

ATTACHMENT IV-A
Food Service Bidders List

Aramark Corporation
18732 34th Avenue SE
Bothell, WA 98012

Andre's Food Corporation
923 6th Street
Santa Monica, CA 90403

Cantrell Catering
1027 North Rose Street
Burbank, CA 91505

California Food Safety Center
264 South La Cienega Blvd., 490
Beverly Hills, CA 90211

California Nutrition Center
11305 Avalon Blvd.
Los Angeles, CA 90061

California Dining Services
4700 West Ramona Blvd.
Monterey Park, CA 91754

California Fast Food Services
2221 Honolulu Avenue
Montrose, CA 91020

Fast Food Management
15643 Sherman Way, Suite 430
Van Nuys, CA 91406

Galbreaph Food Service
15000 Aviation Blvd.
Hawthorne, CA 90250

Golden West Services
111 North Hill Street
Los Angeles, CA 90012

International Nutri-Meals
108 North Union Avenue
Los Angeles, CA 90026

Integrated Support Solutions
14558 Sylvan Avenue
Van Nuys, CA 91401

L T Food Service
420 East 3rd Street, Suite 907
Los Angeles, CA 90013

Metropolitan Culinary Services, Inc.
2627 North Hollywood Way
Burbank, CA 91505

Morrison Management Specialists, Inc.
Western Regional Office
1727 Axenty Way
Redondo Beach, CA 90278

Pedus Food Service, Inc.
601 Potrero Grande Drive, 3rd Floor
Monterey Park, CA 91755

Mountain View Services
625 Amigos Drive
Redlands, CA 92373

Mira Costa Food Service
701 South Peck Avenue
Manhattan Beach, CA 90266

Quality Foods & Catering
10950 Burbank Blvd.
North Hollywood, CA 91601

Two Trees Food Service
19204 So. Figueroa
Carson, CA 90745

ATTACHMENT IV-A
Food Service Bidders List

Goldenwest Services
2350 West 17th Street
Long Beach, CA 90813

Guckenheimer Enterprises, Inc.
12631 Imperial Highway
Santa Fe Springs, CA 90670

Technicolor Cafeteria
3950 Laurel Canyon Blvd.
Studio City, CA 91604

Canteen Corrections
446 Alta Road
Chula Vista, CA 91910

Fast Food Management
15643 Sherman Way Suite 430,
Van Nuys, CA 91406

Chambertin Company
2680 Cordelia Road
Los Angeles, Ca 90049

C.M.H. Management, Inc.
2470 Fletcher Drive
Los Angeles, Ca 90039

Baker's Aid, Inc.
70 Gordon Drive
Syosset, NY 11791

American Food Management
1801 E. Cotati
Rohnert Park, Ca 94928

LIEU-CAP
641 Westminister Avenue
Venice, Ca 90201

United Food Group
3501 East Vernon Avenue
Los Angeles, CA 90058

Walker Parking Consultants
2550 North Hollywood Way, Suite 303
Burbank, CA 91505

Advanced Culinary Resources Inc.
180 Academy Drive
Newbury Park, CA 91320

Huntington Culinary Inc
5122 Bolsa Avenue Suite 102
Huntington Beach, CA 92649

Allen and O'Hara Development
6850 El Colegio Road
Goleta, Ca 92117

Campus Cuisine
3505 Cadillac Avenue, #O-109
Costa Mesa, Ca 92626-1429

Custom Management Corporation
844 Market Street
Kingston, PA 18704

Canteen Corporation
18900 Susanna Road
Compton, Ca 90221

Copehagen
1510 W. Burbank Blvd.
Burbank, Ca 91506

Los Jarritos
5351 S. Atlantic Blvd.
Maywood, Ca 90270

ATTACHMENT IV-A
Food Service Bidders List

Bryco Distributing Company
316 Coogan Way
El Cajon, Ca 92020

Space Age Engineering, Inc.
2521 N. Ontario Street
Burbank, Ca 91504

Laura's French Baking Company
6721 Alameda Street
Los Angeles, Ca 90001

Mike Slatinsky
10535 Wilshire Blvd., Ste. 1003
Los Angeles, Ca 90245

Stouffer Food Service Division
29800 Bainbridge Road
Solon, OH 44139

Watts Health Foundation, Inc.
10300 Compton Ave.
Los Angeles, Ca 90002

Palladium Foods
6215 Sunset Boulevard
Hollywood, Ca 90028

Don Ricardo's Food Service Co.
9225 Alabama Avenue, Ste. A
Chatsworth, Ca 91311

Jennifer N.M. Coile
139 South Orange Drive
Los Angeles, Ca 90036

Ernst & Young LLP
18400 Von Karman, Ste. 800
Irvine, Ca 92715

National Medical Enterprises
11620 Wilshire Blvd.
Los Angeles, Ca 90025

Marriott Corporation
Health Care Division
One Marriot Drive
Washington, D.C. 20058

Advansys
6653 Baird Avenue
Reseda, Ca 91335

Unihealth America
1423 South Grand Avenue
Los Angeles, Ca 90015

Szabo Food Service Company
2000 Spring Road, Ste. 300
Oak Brook, IL 60521

TAI – KUK
3350 Wilshire Blvd., Ste. 275
Los Angeles, Ca 90010

B.F.N. Enterprises/Capri Enterprises
928 Capri Road
Leucadia, Ca 92024

Customer Service, Inc.
340 Arden Boulevard
Los Angeles, Ca 90245

Le Blanc's Arco & Mini Mart
17595 Grand Avenue
Lake Elsinore, Ca 92530

Industrial Specialty Products
3333 South Malt Avenue
Los Angeles, Ca 90040-3125

ATTACHMENT IV-A
Food Service Bidders List

JK Group
P.O. Box 8044
Rancho Santa Fe, Ca 92067

Nubia's catering Service
1330 Silverlake Boulevard
Los Angeles, Ca 90026-2243

Unicorn Express Enterprises, Inc.
1080 South Los Robles
Pasadena, Ca 91106

Aramark Correctional Services, Inc.
2000 Spring Road, Ste. 300
Oak Brook, IL 60521

Correctional Food Services Management
5727 North Black Canyon Highway
Phoenix, AZ 85015-2208

JNS Foods
2640 Golden Gate Parkway, Suite 112
Naples, FL 34105

Concession Management Services, Inc.
340 Arden Boulevard
Los Angeles, Ca 90020

Classic Catering
5812 East Olympic Boulevard
Los Angeles, Ca 90040

Fisherman's Grotto
15950 Hesperian Blvd
San Lorenzo, Ca 94580

Director of Business Development
Correctional Food Service Management
5727 N. Black Canyon Highway, Ste. 2
Phoenix, AZ 85015-2208

Award information has not been added at this time.

Bid Information

Bid Number : 6400504
Bid Title : RFP TO PROVIDE FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL
Bid Type : Service
Department : Probation
Commodity : FOOD PREPARATION SERVICES
Open Date : 4/15/2005
Closing Date : 5/31/2005 12:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Not Available
Bid Description : REQUEST FOR PROPOSALS (RFP) TO PROVIDE FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL

The County of Los Angeles Probation Department through the release of the RFP is requesting proposals from qualified contractors to provide food services at Barry J. Nidorf Juvenile Hall (BJNJH) . The contractor will be a company whose major function is to provide the most efficient and economical food services through the provision of experienced staff at the level requested by the County. Interested and qualified contractors who have demonstrated their experience in providing services of this type are invited to submit proposals. Mandatory proposers' conference is scheduled on Wednesday, May 4, 2005 @ 9:30 at 16350 Filbert Street, Sylmar, CA 91342. For a copy of the RFP #6400504, which establishes guidelines, criteria, and procedures for proper application and to make reservations for the mandatory proposers' conference, contact Ms. Cristina Ortiz at (562) 940-2677 by 4:00 p.m., Monday, May 2, 2005. Deadline for submitting proposals is 12:00 p.m. PDST on Tuesday, May 31, 2005.

Interested and qualified PROPOSERS that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this RFP are invited to submit proposal (s), provided they meet the following requirements:

1.4.1 PROPOSER must attend the Mandatory Proposers' Conference and Site Visit scheduled for Wednesday, May 4, 2005 at 9:30 a.m. PDST.

1.4.2 PROPOSER must submit a proposal by 12:00 p.m., PDST, Tuesday, May 31, 2005.

1.4.3 PROPOSER'S annual cost is less than the COUNTY'S cost to perform the same services.

1.4.4 PROPOSER must comply with the requirements of the COUNTY'S Living Wage Program (Los Angeles COUNTY Code, Chapter 2.201). Prospective CONTRACTORS should carefully read the Living Wage Program (RFP, Subparagraph 1.34) and the pertinent living wage provisions (Appendix K), both of which are incorporated by references into and made a part of this RFP. The Living Wage Program applies to both CONTRACTORS and their SUBCONTRACTORS. Proposals that fail to comply with the requirements of the Living Wage Program will be considered non-responsive and excluded from further consideration.

1.4.5 PROPOSER must demonstrate a minimum of three (3) years experience within the last five (5) years providing complete food services for large facilities.

1.4.6 PROPOSER must identify an administrative local business office located within or adjacent to the COUNTY of Los Angeles and an address to the business office must be included in the proposal.

1.4.7 PROPOSER must identify a Project Director with a minimum of three (3) years experience within the last five (5) years providing food services who will oversee the contract operations. Include a resume for the Project Director (resume must include dates to demonstrate experience.)

1.4.8 PROPOSER must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.

1.4.9 PROPOSER'S must respond positively to a willingness to hire GAIN/GROW participants. (Reference Sub-paragraph 1.27 in this Section)

1.4.10 PROPOSER must certify intent to comply with the COUNTY'S Jury Service Program. (Reference Sub-paragraph 1.32 in this Section)

Contact Name : Cristina Ortiz
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Last Changed On : 4/15/2005 5:01:06 PM

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