



PROBATION DEPARTMENT

REQUEST FOR PROPOSALS

FOR

FOOD SERVICES AT BARRY J. NIDORF

NOVEMBER 13, 2025

Prepared By
County of Los Angeles

RFP #6402503

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- B Statement of Work Technical Exhibits:** Attachments which accompany the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Request for Proposals (RFP) Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County Policy
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- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to Contract with the County for a specific length of time.
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- N Background and Resources: California Charities Regulation**
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1 INTRODUCTION

- 1.1 The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Food Services at Barry J. Nidorf. The Contract will be awarded through a competitive solicitation. The awarded Contract must provide all required services at less cost than County cost. Pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Section 2.121 (Proposition A), the County is permitted to contract with private businesses to perform services when it is more economical to do so.

The Contractor will be responsible for providing the most efficient and economical food services through both the provision of experienced food services staff available for the term of the Contract, as well as appropriate supplies and equipment to maintain the required level of food services for Probation. The Contractor will be a company whose major function is to provide reliable food services and also demonstrates the capabilities to provide food services at the level requested by the County. All services must be performed in accordance with the County standards and in a manner consistent with the long-range plans, goals and objectives of the County.

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

2 PURPOSE-AGREEMENT FOR FOOD SERVICES AT BARRY J. NIDORF

2.1 Statement of Work

- 2.1.1 The Contractor will provide meals for approximately 300 youth meals and approximately 300 adults each day at Barry J. Nidorf. The anticipated average number of meals to be served per day is 1,300. This includes breakfast, lunch, dinner, night meals, sack lunches, and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figure due to unpredictable fluctuations in facility population fluctuations.

2.2 Sample Agreement: County Terms and Conditions

- 2.2.1 The Contractor will be expected to implement the requirements outlined in Appendix C (Sample Contract) of this RFP.

2.2.2 Anticipated Contract Term

The term of this Contract will be for a one (1) year period commencing _____ through _____, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to six (6) additional one (1) year periods for a total maximum Contract term of seven (7) years. All terms of the Contract in effect at the time of extending the term will remain in effect for the duration of the extension.

2.2.3 Contract Rates

The Contractor's rates must remain firm and fixed for the term of the Contract.

2.2.4 Days of Operation

The Contractor will be required to provide food services on weekdays, weekends, and County recognized holidays.

2.2.5 Indemnification and Insurance

The Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix C (Sample Contract). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix C (Sample Contract).

2.2.6 Health Insurance Portability and Accountability Act of 1996

The Contractor will be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit N (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) of Appendix C (Sample Contract).

3 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

- 3.1 Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in

Appendix A (Statement of Work) are invited to submit proposal(s), provided they meet the following mandatory requirements:

- 3.1.1 The Proposer must attend the Mandatory Proposers' Conference and Walk-Through scheduled for **December 2, 2025, 2:30 p.m., P.T.**
- 3.1.2 The Proposer must submit a proposal by **January 8, 2026, 12:00 p.m., PT**
- 3.1.3 Proposer must demonstrate a minimum of three (3) years' experience, within the last five (5) years in the area of providing food services on a long-term basis, to include the preparation, purchase and delivery of supplies.
- 3.1.4 The Proposer must demonstrate a minimum of two (2) years' experience within the last three (3) years, in the administration of federal, state, county or city contracts.
- 3.1.5 The Proposer must have an administrative business office located within or adjacent to the County of Los Angeles. The address of the administrative business office must be included in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix D (Required Forms).
- 3.1.6 If the Proposer's compliance with a County Contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, the Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4 COUNTY'S RIGHTS & RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

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

4.2 Final Contract Award by the Board of Supervisors

4.2.1 Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

4.3 County's Option to Reject Proposals

4.3.1 The Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a Contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.4 County's Right to Amend Request for Proposals

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

4.5 Background and Security Investigations

4.5.1 Background and security investigations of the Contractor's staff are as a condition of beginning and continuing work under the resulting Contract. The cost of background checks is the responsibility of the Contractor. The Contractor will be responsible for the ongoing implementation and monitoring of Subparagraphs 4.5.1.1 through

4.5.1.6. On at least a quarterly basis, the Contractor must report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report must receive prior written approval from the County.

4.5.1.1 The Contractor will submit the names of the Contractor's or subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or subcontractor's employees. The County will have the right to conduct background investigations of the Contractor's or subcontractor's employees at any time. **The Contractor's or the subcontractor's employees will not begin work on this Contract before receiving written notification of clearance from the County.**

4.5.1.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information, or records will have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

4.5.1.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.

4.5.1.4 No Contractor or subcontractor staff providing services under this Contract will be on active probation or parole.

4.5.1.5 The Contractor or the subcontractor staff performing services under this Contract will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal conviction record or any pending criminal trial to the County.

4.5.1.6 Because the County is charged by the state for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the state.

4.6 County's Quality Assurance Plan

- 4.6.1 After Contract award, the County or its agent will monitor the Contractor's performance under the Contract on a periodic basis. Such monitoring will include assessing the Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix A (Statement of Work). The Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the Contract will be reported to the County's 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 the Contract in whole or in part, or impose other penalties as specified in the Contract.

5 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

- 5.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when 1) Contract negotiations are complete; 2) Probation receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and 3) Probation releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda.

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

- 5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be

deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

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

5.2 Contact with County Personnel

- 5.2.1 All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, emailed or faxed as follows:

Kuan-Ying Sung, Contract Analyst
County of Los Angeles Probation Department
Contracts, Grants and Compliance Division
9150 East Imperial Highway, D-29
Downey, CA 90242
Email address: Kuan-Ying.Sung@probation.lacounty.gov
Fax # (562) 658-2307

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

5.3 Mandatory Requirement to Register on County's WebVen

- 5.3.1 Prior to a Contract award, all potential Contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

5.4 Protest Policy Review Process

- 5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the

requirements under a solicitation for a Board-approved services Contract, as described in Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract award.

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

5.4.3 Grounds for Review

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

5.4.3.1 Paragraph 7.4 Solicitation Requirements Review.

5.4.3.2 Paragraph 8.3 Disqualified Review.

5.4.3.3 Paragraph 8.7 Department's Proposed Contractor Selection Review.

5.5 Injury and Illness Prevention Program

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

5.6 Confidentiality and Independent Contractor Status

- 5.6.1 As appropriate, the Contractor will be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent Contractor Status), contained in Appendix C (Sample Contract).

5.7 Conflict of Interest

- 5.7.1 No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. The Proposer must certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

5.8 Determination of Proposer Responsibility

- 5.8.1 A responsible Proposer is a Proposer 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 Proposers.
- 5.8.2 The Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts, including but not limited to County Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge will not be the basis of a determination that the Proposer is not responsible.
- 5.8.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer 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 Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the

Proposer be found not responsible. The Department will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
- 5.8.6 These terms will also apply to proposed subcontractors of the Proposers on County Contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing Contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department will notify the Proposer in writing of the evidence which is the basis for the proposed debarment and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will

contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

the proposed decision and recommendation of the Contractor Hearing Board.

5.9.8 These terms will also apply to proposed subcontractors of the Proposers on County Contracts.

5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of the Contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

5.10.1 The Proposers will: 1) fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

5.12.1 The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Proposer is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), as part of their proposal.

5.13 Federal Earned Income Credit

The Contractor must notify its employees, and must 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 will be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

5.14 Consideration of GAIN-START Participants for Employment

As a threshold requirement for consideration for contract award, Proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN-START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to

provide employed GAIN-START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

The Proposers who are unable to meet this requirement will not be considered for Contract award. The Proposers must submit a completed Exhibit 9 (Attestation of Willingness to Consider GAIN-START Participants) of Appendix D (Required Forms), along with their proposal.

5.15 Recycled Bond Paper

5.15.1 The Proposer will be required to comply with the County's policy on recycled bond paper as specified in Paragraph 8.39 (Recycled Bond Paper) of Appendix C (Sample Contract).

5.16 Safely Surrendered Baby Law

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

5.17 Jury Service Program

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

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

5.17.2 The Jury Service Program requires the Contractors and their subcontractors to have and adhere to a written policy that provides that its employees will receive from the Contractor, on an annual basis, no less than five (5) 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 deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

- 5.17.3 There are two (2) ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to the Contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this Contract is less than five hundred thousand dollars (\$500,000); and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to the Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.17.4 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a

collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

5.18 Living Wage Program

5.18.1 The prospective Contract is subject to the requirements of the County’s Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read Appendix K (Living Wage Ordinance), Appendix K-1 (Living Wage Rate Annual Adjustments), and Paragraph 9.1 (Compliance with the County’s Living Wage Program) in Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both the Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

5.18.2 The Living Wage Program requires Contractors and their Subcontractors to pay their full time and part-time employees providing services to the County no less than a living wage. Contractors must pay employees a Living Wage for services provided to the County of no less than the hourly rates, effective as follows:

Effective Date	Hourly Rate
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44
January 1, 2026	\$20.06
January 1, 2027	CPI-W

Effective January 1, 2020, and thereafter the Living Wage rate will increase annually based on the U.S. Department of Labor, Bureau of Labor Statistics’ Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area for the 12-month period preceding July 1 of each year.

- 5.18.3 The Living Wage Program requires the Contractors and their subcontractors to pay their full-time and part-time employees providing services to the County no less than a living wage. The County has established the Living Wages as identified in Appendix K-1 (Living Wage Rate Annual Adjustments).
- 5.18.4 The Proposer must submit with its proposal a staffing plan using the Model Staffing Plan, as set forth in Exhibit 18 (Model Staffing Plan) of Appendix D (Required Forms), using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County will determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.
- 5.18.6 If the Contract involves the provision of services which were previously provided under a Contract that was or will be terminated prior to its expiration, then the Contractor is required to provide employment for the predecessor Contractor's employees. The Contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor Contractor for at least six (6) months prior to the new Contract. However, the Contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the Contractor. The Contractor may not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.
- 5.18.7 Throughout the term of the Contract, the Contractor and its subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, and wages paid.

- 5.18.7.1 At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
- 5.18.7.2 The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.
- 5.18.8 Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the Contract, liquidated damages, possible termination and/or debarment from future County Contracts in accordance with Los Angeles County Code, Chapter 2.202, Appendix L (Determination of Contractor Non-Responsibility and Contractor Debarment).
- 5.18.9 The Contractors that submit false information may be barred from participating in the prospective Contract and future County Contracts in accordance with Los Angeles County Code, Chapter 2.202, Appendix L (Determination of Contractor Non-Responsibility and Contractor Debarment).

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

- 5.19.1 The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information will be provided by the Proposer in Exhibit 1, (Proposer's Organization Questionnaire/Affidavit) of Appendix D (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. The Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to the County upon the occurrence of any event giving rise to a change in its previously reported information.

5.20 Proposer's Charitable Contributions Compliance

- 5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix N (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fundraising practices, and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.
- 5.20.2 All Prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 19 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 19 (Charitable Contributions Certification) of Appendix D (Required Forms) is a required part of any agreement with the County.
- 5.20.3 In Exhibit 19 (Charitable Contributions Certification) of Appendix D (Required Forms), prospective Contractors certify either that:
- 5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
- OR -
- 5.20.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 5.20.4 Prospective County Contractors that do not complete Exhibit 19 (Charitable Contributions Certification) of Appendix D (Required Forms) as part of the solicitation process may, in the County's sole

discretion, be disqualified from Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202).

5.21 Defaulted Property Tax Reduction Program

- 5.21.1 The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix O (Defaulted Property Tax Reduction Program) and the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both the Contractors and their subcontractors.

The Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and will maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or will certify that they are exempt from the Defaulted Tax Program by completing Exhibit 20 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

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

5.22 Time Off for Voting

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

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

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

The Contractors are required to complete Exhibit 21 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C (Sample Contract). Further, the Contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

5.24 Intentionally Omitted

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

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

contracting department(s), must decide whether to approve exemption requests.

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

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

The Contractors are required to complete Exhibit 23 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, the Contractors are required to comply with the requirements under Section 12952 for the term of any Contract awarded pursuant to this solicitation.

5.27 Prohibition from Participation in Future Solicitation(s)

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

5.28 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 24 (Contribution and Agent Declaration Form) of Appendix D (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the

solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 24, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

6 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 6.2, 6.4, and 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the state of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the state's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.3 Certified LSBEs may only request the preference if the certification process has been completed, and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.
- 6.2.4 Information about the state's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.4 Social Enterprise (SE) Preference Program

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 6.4.2 The DCBA must certify that a SE meets the criteria set forth in Subparagraph 6.4.1.
- 6.4.3 Certified SEs may only request the preference if the certification has been completed, and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.
- 6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE; or
 - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2 The DCBA must certify that a DVBE is currently certified by the state of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.
- 6.5.3 Certified DVBEs may only request the preference if the certification process has been completed, and certification is affirmed. Businesses must complete and submit Exhibit 7, (Request for

Preference Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

6.5.4 Information about the state’s DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38 CFR 74 and is also available on the Department of Veteran Affairs Website at: <https://www.va.gov/osdbu/>

7 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Submission Information

7.1.1 Section 7 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to the Proposers in how to prepare and submit their proposal.

7.2 Truth and Accuracy of Representations

7.2.1 False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Director’s sole judgment and his/her judgment will be final. All proposals will be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

7.3 RFP Timetable

7.3.1 The timetable for this RFP is as follows:

- Release of RFP.....**November 13, 2025**
- Request for a Solicitation Requirements Review Due **November 27, 2025, 12:00 p.m., PT**
- Written Questions Due..... **November 25, 2025, 12:00 p.m., PT**

- Submission of Application for Exemption to Living Wage Program..... **December 16, 2025, 12:00 p.m., PT**
- Mandatory Proposers' Conference and Walk-Through..... **December 2, 2025, 2:30 p.m., PT**
- **Proposals due by..... January 8, 2026, 12:00 p.m., PT**

7.4 Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Request for Proposals (RFP) Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in Paragraph 7.4 (Solicitation Requirements Review). A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

All Requests for Review should be submitted to:

**Tasha Howard, Division Manager
County of Los Angeles Probation Department
Contracts, Grants and Compliance Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
Fax: 562-658-2307**

7.5 Proposers' Questions

7.5.1 The Proposers may submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by **November 25, 2025, 12:00 p.m., PT**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from the Proposer.

Question should be addressed to:

**Kuan-Ying Sung, Contract Analyst
County of Los Angeles Probation Department
Contracts, Grants and Compliance Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

E-mail address: Kuan-Ying.Sung@probation.lacounty.gov

7.6 Submission of Application for Exemption to Living Wage Program

7.6.1 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete Exhibit 17 (Application for Exemption), in Appendix D (Required Forms), and submit to the County, by the date and time specified in Paragraph 7.3 (RFP Timetable), and include in its submission all

necessary documentation to support the claim such as a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets the exception to the Living Wage Program. The County's decision will be final.

- 7.6.2 Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide, and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

7.7 Mandatory Proposers' Conference and Walk-Through

- 7.7.1 A Mandatory Proposers' Conference and Walk-Through will be held to discuss the RFP and Living Wage Requirements. The County staff will respond to questions from potential Proposers. All potential Proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Date: December 2, 2025

Time: 2:30 p.m., PT

Location: Barry J. Nidorf

16350 Filbert Street

Sylmar, CA 91342

Please note that minors are not allowed to enter the facility or attend the conference.

7.8 Preparation of the Proposal

Two (2) separate proposals must be submitted – a Business Proposal and a Cost Proposal. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

7.9 Business Proposal Format

7.9.1 The content and sequence of the proposal must be as follows:

- 7.9.1.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- 7.9.1.2 Table of Contents
- 7.9.1.3 Executive Summary (Section A)
- 7.9.1.4 Proposer's Qualifications (Section B)
- 7.9.1.5 Proposer's Approach to Provide Required Services (Section C)
- 7.9.1.6 Proposer's Quality Control Plan (Section D)
- 7.9.1.7 Terms and Conditions in the Sample Contract and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)
- 7.9.1.8 Business Proposal Required Forms (Section F)
- 7.9.1.9 Living Wage Compliance (Section G)

7.9.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer must complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) in Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

If the below referenced documents are not available at the time of proposal submission, the Proposers must request the appropriate

documents from the California Secretary of State and provide a statement on the status of the request.

7.9.3 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

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

7.9.4 Limited Partnership:

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

7.9.5 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section and paragraph reference numbers.

7.9.6 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide Probation with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

7.9.7 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

7.9.7.1 Proposer's Background and Experience (Section B.1)

Section B.1.1: Provide a summary of relevant background information to demonstrate that the Proposer

meets the minimum requirement(s) stated in Section 3 (Proposer's Minimum Mandatory Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity.

Section B.1.2: Include your firm's organizational chart detailing actual staff, by classification and assignment. This chart must include the Project Director and others who will be assigned to work on any part of this project. For each person on this chart, give his/her complete name, current position, years with the firm, and relevant education and experience. Project Director must 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 and include a resume for the Project Director (resume must include dates to demonstrate experience).

7.9.7.2 Proposer's References/Work History (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title, and phone number for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms).

1. The County may disqualify a Proposer as non-responsive and/or non-responsible if:
 - a) references fail to substantiate the Proposer's description of the services provided; or
 - b) references fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
 - c) the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.
2. The Proposer must complete and include the following Required Forms:

- a) Exhibit 2 (Prospective Contractor References) in Appendix D (Required Forms). The Proposer must provide three (3) references where the same or similar scope of services was provided. If more than three (3) references are provided, only the first three (3) listed will be contacted.
- b) Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms). The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
- c) Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms). Listing must include the Contracts terminated within the past three (3) years with a reason for termination.

7.9.7.3. Proposer's Financial Capability (Section B.3)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2024 and 2023) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

7.9.7.4 Proposer's Pending Litigation and Judgments (Section B.4)

Identify by name, case and court jurisdiction any pending litigation in which the Proposer is involved, or judgments against the Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

7.9.8 Proposer’s Approach to Provide Required Services (Section C)

The Proposer’s Approach to Provide Required Services section of the Business Proposal must present a description of the techniques that the firm will employ in meeting the objectives described in Appendix A (Statement of Work). This section will be a comprehensive plan to show how the Proposers will provide the services requested by the County including but not limited to the requirements in Section 2.0 (Specific Tasks) of Appendix A (Statement of Work).

- Method of providing required services;
- Plan for maintaining confidentiality and security; and
- Plan for handling emergency conditions (e.g., blackouts, work stoppage)

Reference to or repetition of scope, objectives, and requirements from this RFP does not constitute a “good understanding” of the project. Complete, yet concise, supplementary procedures, methods, explanations, and descriptions are also required to make possible the County’s evaluation as to the Proposer’s understanding.

7.9.9 Proposer’s Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A (Statement of Work) and Technical Exhibit 1 (Performance Requirements Summary Chart) in Appendix B (Statement of Work Technical Exhibits).

The following factors may be included in the plan:

- 7.9.9.1 Activities to be monitored to ensure compliance with all Contract requirements;
- 7.9.9.2 Monitoring methods to be used;
- 7.9.9.3 Frequency of monitoring;
- 7.9.9.4 Samples of forms to be used in monitoring;
- 7.9.9.5 Title/level and qualifications of personnel performing monitoring functions; and

7.9.9.6 Documentation methods of all monitoring results, including any corrective action taken.

7.9.10 Proposer's Green Initiative

Present a description of proposed plan for complying with the green requirements as described in Section 11.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

7.9.11 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)

7.9.11.1 It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

7.9.11.2 Section E of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C (Sample Contract)
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix A (Statement of Work); and

For each exception, the Proposer must provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and
3. A description of the impact, if any, to the Proposer's price.

7.9.11.3 Indicate all exceptions to Sample Contract and/or the Statement of Work by providing a 'red-lined' version of

the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretions, from later making such exceptions.

The County reserves the right to determine if the Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.9.12 Business Proposal Required Forms (Section F)

Proposal must include all completed, signed, and dated forms identified in Appendix D (Required Forms).

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit
- Exhibit 1a Community Business Enterprise (CBE) Information
- Exhibit 2 Prospective Contractor References
- Exhibit 3 Prospective Contractor List of Contracts
- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference Consideration
- Exhibit 8 Proposer's EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN-START Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11-14 Cost Forms included in the Cost Proposal

- Exhibit 15-18 Living Wage Forms
- Exhibit 19 Charitable Contribution Certification
- Exhibit 20 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 21 Zero Tolerance Policy on Human Trafficking Certification
- Exhibit 22 Intentionally Omitted
- Exhibit 23 Compliance with Fair Chance Employment Hiring Practices Certification
- Exhibit 24 Contribution and Agent Declaration Form

7.9.13 Living Wage Compliance (Section G)

The Living Wage Program requires that the Contractors demonstrate during both the solicitation process and for the term of their Contract business stability, integrity in employee relations, and the financial ability to pay the living wage.

The Living Wage Forms in Appendix D (Required Forms) should be completed, signed and included in the Business Proposal.

7.9.13.1 Proposer's Staffing Plan

The Proposer must submit a staffing plan, Exhibit 18 (Model Staffing Plan) in Appendix D (Required Forms) that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, the Contractor must submit written justification for the use of part-time staff.

7.9.13.2 Proposer's Non-Responsibility Debarment Acknowledgement and Statement of Compliance

Exhibit 15 (Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance) in Appendix D (Required Forms) is a statement, under penalty of perjury, that there were no past labor violations of any federal, state, county or city statutes.

Should the Contractor have violations to report, the Contractor must provide a listing of projects and a brief description of the circumstances regarding the violation(s) on Exhibit 16 (Labor/Payroll/Debarment History Acknowledgement and Statement of Compliance) in Appendix D (Required Forms).

7.9.13.3 Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

The Proposer is required to comply with state and federal labor regulations and record keeping requirements. The objective of this subsection is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with state and federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that the Proposer submit a detailed description of the processes, and the steps associated with those processes.

The Proposer should provide additional details to ensure a clear picture of the firm's processes and controls. The Proposers must answer all questions thoroughly and in the same sequence as provided below. If the Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

The Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is the firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For

example, sign-in sheets, computerized check-in, call-in system, or some other method.

- c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? Provide a copy of these records.
 - d. If the records created in response to paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
- a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? Provide a copy or a check and check stub (cover up or

block out bank account information) that shows deduction categories.

- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
- c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works three (3) hours at a work location under a County Living Wage Contract, then travels an hour to another location to work four (4) hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works three (3) hours at a work location under a County Living Wage Contract, then travels an hour to another work location to work four (4) hours, where they are also paid the County's Living Wage rate.
- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

7.10 Cost Proposal Format

7.10.1 The content and sequence of the proposal must be as follows:

7.10.1.1 Cover Page identifying, at a minimum, the RFP and the Proposer's name.

7.10.1.2 Exhibit 11 (Pricing Sheet-Youth Meals) in Appendix D (Required Forms)

Exhibit 11a (Pricing Sheet-Adult Meals) in Appendix D (Required Forms)

Exhibit 11b (Pricing Sheet – Double Portions) in Appendix D

Exhibit 11c (Pricing Sheet – Premium Snacks) in Appendix D

Exhibit 11d (Pricing Sheet – Condiments) in Appendix D

7.10.1.3 Exhibit 12 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms)

7.10.1.4 Exhibit 13 (Sample Budget Sheet) in Appendix D (Required Forms)

Exhibit 13a (Budget Narrative) in Appendix D (Required Forms)

7.10.1.5 Exhibit 14 (Employee Benefits) in Appendix D (Required Forms)

7.11 Firm Offer-Withdrawal of Proposal

7.11.1 Until the proposal submission deadline, errors in proposal may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.12 Proposal Submission

7.12.1 The original Business Proposal, eight (8) paper copies and one (1) copy on a Compact Rewritable Disc must be enclosed in a sealed

envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

“BUSINESS PROPOSAL FOR FOOD SERVICES AT BARRY J. NIDORF”

The original Cost Proposal, eight (8) paper copies and one (1) copy on a Compact Rewritable Disc must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

“COST PROPOSAL FOR FOOD SERVICES AT BARRY J. NIDORF”

The proposal(s) must be delivered or mailed to:

**County of Los Angeles Probation Department
9150 East Imperial Highway, Room D-29
Downey, CA 90242
Attention: Kuan-Ying Sung, Contract Analyst
(562) 940-2857**

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 7.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

8 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

8.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **January 8, 2026, 12:00 p.m., PT.**

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will

evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite the Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin the Contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if the County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interest of the County.

8.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)

8.2.1 The County will review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) in Appendix D (Required Forms) and determine if the Proposer meets the minimum mandatory requirements as outlined in Paragraph 3 (Proposer's Minimum Mandatory Qualifications) of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.3 Disqualification Review

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

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

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

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

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

The Proposer can also be disqualified for Paragraph 5.8 (Determination of Proposer Responsibility).

8.4 Business Proposal Evaluation and Criteria (70%)

8.4.1 Any reviews conducted during the evaluation of the proposal may result in a point reduction.

8.4.2 Proposer's Qualifications (20%)

Proposer's Background and Experience (10%)

The Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Subparagraph 7.9.7.1 (Proposer's Background and Experience (Section B.1)) of the proposal.

Proposer's References/Work History (10%)

The Proposer will be evaluated on the verification of references provided in Subparagraph 7.9.7.2 (Proposer's References/Work History (Section B.2)) of the proposal. In addition to the references provided, a review will include the Contractor Alert Reporting

Database, if applicable, reflecting past performance history on County or other Contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated Contracts will be conducted which may result in point deductions.

A review will be conducted to evaluate the Proposer's financial capability as provided in Subparagraph 7.9.7.3 (Proposer's Financial Capability (Section B.3)) of the proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Subparagraph 7.9.7.4 (Proposer's Pending Litigation and Judgments (Section B.4)) of the proposal.

8.4.3 Proposer's Approach to Providing Required Services (25%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Subparagraph 7.9.8 (Proposer's Approach to Provide Required Services (Section C)) of the proposal.

8.4.4 Quality Control Plan (5%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Subparagraph 7.9.9 (Proposer's Quality Control Plan (Section D)) of the proposal.

8.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

The Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract) and the requirements of the Statement of Work outlined in Exhibit A (Statement of Work), as stated in Subparagraph 7.9.11 (Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/ or Exceptions to (Section E)) of the proposal. The County may deduct rating points or disqualify the

proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

The Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

8.4.6 Living Wage Compliance (20%)

A review and evaluation will be made based on the information provided in Subparagraph 7.9.13 (Living Wage Compliance (Section G)) of the proposal. The review and evaluation will include:

1. Proposer's Staffing Plan
2. Demonstrated Controls over Labor/Payroll Record Keeping
 - a. The Proposer will be evaluated on the firm's labor-payroll record keeping system and regulatory compliance information provided in Subparagraph 7.9.13 (Living Wage Compliance (Section G)) of the proposal.
 - b. The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

8.5 Cost Proposal Evaluation Criteria (30%)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.6 Labor Law-Payroll Violations

- 8.6.1 In evaluating proposals, the County will review a Contractor's history of labor law/payroll violations (including but not limited to violations or pending claims 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.

- 8.6.2 Applying criteria as established in Appendix M (Guidelines for Assessment of Proposer Labor Law/Payroll Violations) of this RFP, the County may deduct from one (1%) to ten (10%) percent of the maximum number of available evaluation points for labor law/payroll violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before a Contract is awarded.

8.7 Department's Proposed Contractor Selection Review

8.7.1 Department Debriefing Process

Upon completion of the evaluation, the Department will notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer will be debriefed only on its response. Because the Contract negotiations are not yet complete, responses from other Proposers will not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subparagraph 8.7.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Paragraph 8.7.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection

Review, in the manner and timeframe as will be specified by the Department.

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

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 8.8 (County Independent Review Process) below).

8.8 County Independent Review Process

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

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

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

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

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APPENDICES

- APPENDIX A: STATEMENT OF WORK**
- APPENDIX B: STATEMENT OF WORK TECHNICAL EXHIBITS**
- APPENDIX C: SAMPLE CONTRACT**
- APPENDIX D: REQUIRED FORMS**
- APPENDIX E: REQUEST FOR PROPOSALS (RFP) TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**
- APPENDIX F: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**
- APPENDIX G: JURY SERVICE ORDINANCE**
- APPENDIX H: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**
- APPENDIX I: IRS NOTICE 1015**
- APPENDIX J: SAFELY SURRENDERED BABY LAW**
- APPENDIX K: LIVING WAGE ORDINANCE**
- APPENDIX K-1 LIVING WAGE RATE ANNUAL ADJUSTMENTS**
- APPENDIX L: DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**
- APPENDIX M: GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**
- APPENDIX N: BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**
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APPENDIX A

STATEMENT OF WORK

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APPENDIX A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor will provide meals for approximately 300 youth meals and approximately 300 adults each day at Barry J. Nidorf. The anticipated average number of meals to be served per day is 1,300. This includes breakfast, lunch, dinner, night meals, sack lunches, and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figure due to unpredictable fluctuations in facility population fluctuations.

2.0 SPECIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES

- 2.1 The Contractor will provide meals for breakfast, lunch and dinner which must be delivered to approximately 10 serving areas for youth and adults each day at fixed times. There will not be more than 14 hours between dinner and breakfast meals, unless an hours of sleep (HS) snack is provided.
 - 2.1.1 The Contractor will provide early breakfasts and late lunches in one or two of the serving areas as identified by the Superintendent and/or Services Director.
 - 2.1.2 Breakfast, lunch and dinner will be served in the staff dining room. A noon meal will be served to guests on weekdays in the staff dining room.
 - 2.1.3 A soup and salad bar will be set up at noon and served to staff members and guests on weekdays in the staff dining room.
 - 2.1.4 Night meals will be served at a time designated by the Superintendent and/or Services Director at one serving area for staff assigned to the night shift. These meals will be the same as either the lunch meal or dinner meal.
 - 2.1.5 The Contractor will prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent and/or Services Director.
 - 2.1.6 The Contractor will provide youth special holiday meals as instructed by Probation's Food and Nutrition Services Director. Holiday meals must be pre-approved by Probation's Registered Dietitian and will be planned at least one month in advance. A sample of holiday menus to be provided include the following:

Spring Holiday, Memorial Day, 4th of July, the Winter Holiday, Thanksgiving, and others as instructed by Probation's Food and Nutrition Services Director.

2.1.8 Medical and Modified Diets/Diet Manuals

Medical and modified diet meals, such as diabetic or religious meals, may be required and will be prepared by the Contractor as ordered by authorized medical personnel on an as-needed basis. The Contractor will consult Probation's Food Services Consultant to ensure that appropriate diet requirements are met.

An up-to-date Medical Diet Manual developed by Probation's Registered Dietitian and approved by a physician authorized by Probation will be used by the Contractor. The Medical Diet Manual will be kept in the facility kitchen and used for the preparation of medical and modified diet meals as required by the Juvenile Title 15 guidelines. Refer to Technical Exhibit 6 (Medical Diets) of Appendix B (Statement of Work Technical Exhibits) for a sample of the types of medical and modified diets to be provided at this facility. The specific medical and modified diets to be provided by the Contractor are as indicated in the Medical Diet Manual and as prescribed by the attending physician via diet order. The approved medical and modified diets that must be provided are subject to change.

2.2 Daily Meal Orders

The estimated daily number of meals needed for breakfast, lunch, dinner, night meals, sack lunches and meals to be served in the staff dining room will be provided to the Contractor at least two (2) hours prior to the time these meals are to be served or by standing order.

2.3 Provision of Staff Dining Room Meals

The Contractor will ensure that meals served in the staff dining room are only to those employees or guests who present a meal ticket, sign for their meal on the sign-in sheet located in the staff dining room, or present written approval from the Superintendent or Services Director to receive a meal.

2.4 Daily Count of Meals Provided

2.4.1 The number of meals ordered and provided, including special diet meals and staff dining room meals constitute the number of actual

meals that will be counted and reported each day under the Contract.

- 2.4.2 The Contractor and the Superintendent and/or Services Director will reconcile the actual meals ordered and provided each day. In the event of any dispute regarding the number of meals ordered and provided and the subsequent charges, the Superintendent or designee will resolve any discrepancy by using the sum of the count of the actual number of meals received by Probation as determined by the daily meal order, daily staff dining room meal tickets received, daily sign-in sheet signatures and daily written meal approvals received by the Contractor.

2.5 Supply of Food Items

The Contractor will provide all food for meals specified in this Contract. The Contractor will not accept, for preparation, reheating, or storage any food items not purchased by the Contractor.

2.6 Mealtimes

The Contractor will provide meals at fixed times seven (7) days a week usually at 6:30 a.m., 11:35 a.m. and 5:00 p.m. as determined by the Superintendent. No deviations are permitted without the express written permission of the Superintendent and/or Services Director.

2.7 Menu

- 2.7.1 The Contractor will follow Technical Exhibit 4 (Weekly Menus) of Appendix B (Statement of Work Technical Exhibits) as well as the indicated portion sizes therein. The enclosed menu is a sample of a typical Probation menu. Exact menu items can and will change, however the meal patterns remain the same and comply with Juvenile Title 15.

- 2.7.2 Any deviation from the authorized menu (Juvenile Title 15), requested by any person including the Contractor, will first be approved by Probation's Registered Dietitian. All approved deviations and/or substitutions will be documented on the Menu Production Records.

- 2.7.3 The Contractor will create a separate 3-week cycle menu for daily planned adult lunch meals served in the staff dining hall. The adult menu will be based on the 3-week cycle menu for youth and will include the following components on an entrée (which

includes a protein source), two sides (such as potato, rice, or dinner roll), a serving of vegetable, a serving of fruit and a beverage. The Contractor will provide Probation with the per meal cost for the adult menus based on the food items in the attached Technical Exhibit 4 (Weekly Menu) of Appendix B (Statement of Work Technical Exhibits).

2.8 Menu Production Records

Technical Exhibit 8 (Sample Menu Production Record) of Appendix B (Statement of Work Technical Exhibits) must be completed in full each day and maintained on file to demonstrate that all food items on the day's planned menu have been prepared in a quantity that is adequate to feed the number of youths eating meals on a given day considering the portion size indicated on the menu. Menu Production Record (MPR) serves to document daily meal production.

All Menu Production Records will include the following information:

- 2.8.1 Date and site where the meal is served.
- 2.8.2 A list of all food items served at each meal period as indicated by the approved 3-week cycle menu. Any substitutions will be noted by strikethrough of the planned menu item and written notation of the substitute served.
- 2.8.3 The recipe number of each approved standardized recipe used. Note any deviation.
- 2.8.4 Recipe Yield.
- 2.8.5 The portion size of each menu item to be served. Note any deviation from the planned menu.
- 2.8.6 The contribution of each menu item to the appropriate meal pattern(s), Juvenile Title 15 Regulations.
- 2.8.7 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. The amounts of each food item to be prepared must be computed using the Food Buying Guide.

- 2.8.8 All menu item substitutions will be documented on the MPR. Substitutions must be made in accordance with Probation approved Technical Exhibit 7 (Substitution List) of Appendix B (Statement of Work Technical Exhibits).
- 2.8.9 Number of meals to prepare.
- 2.8.10 All leftovers must be listed whether or not they are going to be used at another time or donated.
- 2.8.11 All condiments, sauces, and/or accompaniments, that are a part of the menu, not contributing to the meal pattern, must be recorded.
- 2.8.12 The Food Buying Guide must be used as a reference to determine correct amounts of food to prepare.

2.9 Food Quality Standards for Youth 3-Week Cycle Menu

- 2.9.1 All food items must meet quality, quantity, and temperature standards, as established by Probation, current California Retail Food Code, Juvenile Title 15 regulations, and the County Board of Supervisors requirements at the time of serving. Any deviation from a previously indicated name-branded food item, must be requested first, and approved by Probation's Registered Dietitian prior to being served to youth.
- 2.9.2 All snacks provided to youth must be from well-known, national name-branded sources and must be approved by Probation's Registered Dietitian prior to use.
- 2.9.3 All condiments provided to youth must be from well-known, national name-branded sources and must be approved by Probation's Registered Dietitian prior to use.
- 2.9.4 All cereals provided to youth must be from well-known, national name-branded sources and must be approved by Probation's Registered Dietitian prior to use.
- 2.9.5 Contractor must provide beverages (except water) in individual, plastic bottles, or paper containers only.
- 2.9.6 Beverages for youth (except milk) must contain only zero sugar or low sugar and must be approved by Probation's Registered Dietitian prior to use.
- 2.9.7 All potentially hazardous food will be kept at or above 135°F. (hot foods); or held at or below 41°F (cold foods). Potentially

hazardous food is defined as food capable of supporting rapid and progressive growth of microorganisms that may cause food infections or intoxications.

- 2.9.8 Details regarding the menu, minimum standards, sack meal definitions and holidays subject to menu variations are included as part of Technical Exhibit 5 (Addendum to Menu) of Appendix B (Statement of Work Technical Exhibits).
- 2.9.9 Prioritize food preparation techniques including grilling, roasting, stir-fry, baking and poaching with a minimal use of deep-frying used as a preparation method.
- 2.9.10 The Contractor will comply with sodium levels and standards as indicated in Juvenile Title 15 Regulations, and sodium target levels required by Probation's Registered Dietitian.
- 2.9.11 The Contractor will purchase and serve only 100% fruit juice with no added sweeteners.
- 2.9.12 The Contractor will purchase and serve only fat-free or 1% fat milk. Milk will contain no added sweeteners (unless indicated on the approved menu). Yogurt will be sugar free, lite, low-fat, or non-fat or as indicated on the menu.
- 2.9.13 Canned or frozen fruits, purchased and served, must be packed in their own juices, lite syrup, or water, or as indicated on the MPR.
- 2.9.14 The Contractor will purchase and serve plant-based or regular mayonnaise and low-fat, lite and/or low sodium salad dressings and sauces or as indicated on the menu.
- 2.9.15 All vegetables will be fresh or frozen and if canned, the Contractor will purchase and serve canned vegetables as indicated on the MPR.
- 2.9.16 The Contractor will notify the County of any inability of the Contractor to purchase and serve low fat, low calorie, or low sodium food items.
- 2.9.17 The Contractor will serve only freshly cracked pasteurized whole eggs or pasteurized, liquid whole eggs.
- 2.9.18 The Contractor will purchase and serve California grown and produced food when that option is available and affordable.

- 2.9.19 The Contractor will comply with all nutrition guidelines outlined in this agreement, as well as any future Board of Supervisor policies concerning nutrition guidelines, Juvenile Title 15 Regulations.
- 2.9.20 As required by Juvenile Title 15 regulations, Probation requires all prospective food vendors to submit a nutrition facts label with ingredient list for all food items being offered in response to a solicitation for foods that will be used in meals for youth.
- 2.9.21 Menus are typically updated and revised annually by Probation's Registered Dietitian. However, menus may be updated at any time, at the discretion of the Probation Registered Dietitian, to respond to the results of any youth survey, inspection, audit, or observation as needed to resolve an indicated food quality, preparation, serving and/or nutrition related issue.

2.10 Portion Sizes

The portion sizes to be served by the Contractor are per approved amounts indicated in the 3-week cycle menus and/or extra (seconds) menus or as otherwise indicated by Probation's Registered Dietitian.

2.11 Additional Food Items to be Supplied

- 2.11.1 In addition to the name-branded snacks indicated on the 3-week cycle menus the Contractor must provide any snacks that have been ordered by a physician for a particular youth who has a condition which requires them to receive supplemental foods/snacks. Further, the Contractor must provide name-branded, snacks as specified by Probation, in a quantity determined by Probation for youth each day; these snacks must be delivered to each living unit with the breakfast meal each day. The cost for these snacks will be invoiced separately from the daily per-meal invoicing. After delivery and receipt by the units, Probation staff will be responsible for ensuring snacks are fresh and within date before serving to youth and are responsible for properly handling snacks that are out of date, no longer fresh or otherwise no longer able to be served.
- 2.11.2 The Contractor must provide name-branded, condiments as specified by Probation, in a quantity determined by Probation for youth. These condiments must be delivered to each living unit, in bulk (by purchase unit), for storage in the living units. The Contractor must replenish these condiments as requested by the living units. The cost for these condiments will be invoiced

separately from the daily per-meal invoicing. After delivery and receipt by the units, Probation staff will be responsible for ensuring condiments are fresh and within date before serving to youth and are responsible for properly handling condiments that are out of date, no longer fresh or otherwise no longer able to be served.

- 2.11.3 The Contractor must provide and maintain stocks of food items (fruits, milk, and breakfast foods), to be served by Probation staff to youth as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent and/or Services Director.
- 2.11.4 Only a physician can order medical and modified diet meals (i.e., diabetic, increased or decreased calorie, low-sodium, prenatal, etc.), nutritional items, supplements or snacks for a particular youth who has a medical condition that requires such. The method for computing charges for special nutritional items beyond those listed in the 3-week cycle menu and/or special diet menus must be proposed by the Contractor. Charges will be paid through separate invoice, listing food, supplies and labor to prevent double billing. Separate charges must be pre-approved by Probation's Food and Nutrition Services Director and Facility Services Director.

2.12 Pre-Meal Preparation

- 2.12.1 All final preparation of hot food will be done no more than two (2) hours prior to the serving time and final preparation of cold food will be done no more than four (4) hours before the time of the meal.
- 2.12.2 All vegetables must be cooked the same day they are to be served.
- 2.12.3 No food will be prepared more than one (1) day before serving unless they are commercially prepared frozen foods.
- 2.12.4 Leftovers will be labeled and dated as to the date of preparation and will not be stored in the refrigerator for more than three days. Leftovers are not to be served to youth. The most current California Retail Food Code (Cal Code) regulations must be observed when handling leftovers.
- 2.12.5 Probation will not pay for meals that are spoiled at delivery, do not meet Juvenile Title 15 standards per the Contract or otherwise do not fulfill the specifications of the Contract.

2.13 Preparing and Serving Food

- 2.13.1 Probation will make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.
- 2.13.2 The Contractor will provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.
- 2.13.3 The traditional serving method has been to deliver hot and cold, pre-made meal trays to youth at each living unit and other locations where youth eat. The trays are delivered in hot/cold food delivery carts. Food often remains in carts for up to an hour prior to service. This serving method has often resulted in meals that are unappetizing upon receipt by the youth. In addition, not all food items are conducive to this type of serving method since trays tend to remain in the carts for longer than desired periods of time resulting in soggy or dried meal items. Also, the use of trays and/or plates that are too small and/or too shallow to properly hold the required portions of food, causes food items to spread, leak or merge with other food items resulting in unappealing meals. The Contractor must provide a description of how they will overcome these problems by use of a serving method, serving carts and/or serving ware that will result in youth receiving meals in which food items remain separate, retain proper consistency and moisture and/or do not become soggy, are tasty, appealing to the eye and in which meal components remain hot or cold as appropriate. Provide an example (picture with dimensions) of the planned container(s). Probation must approve the Contractor's plan prior to implementation.
- 2.13.4 The Contractor must plate and serve meals in a manner that both is appealing to the eye and ensures meals remain warm until the time of service. Meals must not be plated on plates or in trays that cannot be adequately covered and/or wrapped without the food inside becoming compressed.
- 2.13.5 The Contractor must maintain food carts in good working condition always, including ability to maintain proper temperatures. Any damaged carts such as electrical cords exposed, etc. should be placed out of service until repaired or replaced.
- 2.13.6 Meals must be delivered to the units within forty-five (45) minutes of being plated. The Contractor must devise a method for logging

and tracking meals at time of plating through delivery to ensure meals are plated and delivered within forty-five (45) minutes of plating. The Contractor must make tray plating to delivery records available for review by inspectors and auditors upon request.

- 2.13.7 The Contractor will operate Mobile Platform Trucks (electric trams) for delivery to the serving locations, if applicable to the Contractor's delivery system.

2.14 After Meal Clean-up

- 2.14.1 After meals are concluded, the Contractor will remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.
- 2.14.2 The Contractor will clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by the Contractor following the serving of each meal.
- 2.14.3 All pots, pans, dishes, utensils, and flatware are to be washed, rinsed, and sanitized in accordance with current California Retail Food Code regulations.
- 2.14.4 All work areas, worktables, sinks, stoves, ovens, and mixers must be washed and sanitized after each meal.
- 2.14.5 Trash and garbage from units, pantries and all other areas served by the Contractor will be removed by the Contractor within one (1) hour after completion of food service. All trash and garbage will 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 Bonding

Employee bonding is required. The Contractor will be responsible for furnishing insurance certificate or proof of coverage.

2.16 Control

Probation will retain control of the food service account and the quality, extent, and general nature of the food service program.

2.17 Emergency Food Service Plan

- 2.17.1 The amount and kind of emergency food kept on hand by Contractor will be agreed upon between Probation's Food and Nutrition Services Section and the Contractor.
- 2.17.2 The Contractor will maintain a list of emergency items on hand.
- 2.17.3 The Contractor will maintain an emergency menu showing the type of meals to be prepared for breakfast, lunch, and dinner for the duration of any declared emergency.

2.18 Emergency Conditions/Inoperable Facility

2.18.1 Emergency Conditions

In the case of emergency or unusual event, all employees of the Contractor located on-site will be subject to the direction of the Superintendent. The Contractor and its employees will cross picket lines and will provide all 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, the Contractor may submit to Superintendent a claim for additional costs incurred in providing food service. Such claim will be submitted to the County Board of Supervisors for approval. This procedure will also be followed when other emergencies not related to work action occur.

2.18.2 Inoperable Facility

In the event the County's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of the Contractor, additional expenses to provide the Contract services, as agreed to by the Superintendent, will 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 will have the right to terminate the Contracts without further obligations for food services.

2.19 Food, Equipment & Utensil Reimbursement

2.19.1 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 the County. All of these items will be given a dollar value based on cost of purchase. The County will receive a credit against the Contract payments based upon this agreed-upon dollar value.

2.19.2 Equipment, Utensils and Non-Consumable Supplies

2.19.2.1 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 the County in the same condition as received, less consideration for normal wear and tear.

2.19.2.2 The Contractor will reimburse the 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 the County may offset said cost against any monies due to the Contractor from the County.

2.20 Maintenance, Repair & Modification of Facility & Equipment

Condition of Kitchen at Contract Inception

The County will provide a complete, operable, and sanitary kitchen at the inception of the Contract.

2.21 Health Standards and Cleanliness

The Contractor will meet the County's Department of Health Services standards and State health regulations, including those regarding cleanliness at all times and with the Board of State and Community Corrections (BSCC), Juvenile Title 15, Article 9, and all current law. 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. The Contractor will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the Contractor. The Contractor will 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.

2.22 Inspections

2.22.1 Inspection of Food

The Contractor guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section.

2.22.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas will be accessible and subject to inspection by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section at any time. These persons may sample any of the food served for any meal.

2.22.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section will have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to Probation's food service program will be made available for inspection by either County, State or Federal representatives at any time without prior notice during normal office hours.

2.22.4 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 will be subject to inspection by any authorized County staff and staff of other appropriate public entities responsible for inspection of County juvenile facilities.

2.22.5 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. The Contractor will report all building and equipment deficiencies to the Services Director prior to making any alterations for repairs.

2.23 Care and Maintenance of Equipment

The Contractor will 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 per Technical Exhibit 11 (Maintenance Responsibility) of Appendix B (Statement of Work Technical Exhibits).

2.24 Security of Supplies and Equipment

The 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.

2.25 Delivery of Supplies to Facility

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

2.26 Government Observations

The County and/or personnel from other governmental jurisdictions, other than the Contract Manager may from time to time be authorized by Probation to observe Contract operations. However, these personnel will not unreasonably interfere with the Contractor's performance.

2.27 Photocopy/Duplicating

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

2.28 Laws and Limitations

The Contractor agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. The Contractor understands that any findings and/or

recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where the Contractor believes changes in codes, laws, rules, and regulations are needed to effect desirable improvements, he/she will so indicate. Such changes, if deemed appropriate, will be sought by the County at its discretion.

2.29 Work Outside of Scope of Contract

The Contractor agrees that any work performed outside the scope of the Statement of Work, without the prior written approval of Probation in accordance with Contract, Section 8.1, Amendments, will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim therefore against Probation.

2.30 Food Services Plan

The Contractor is responsible for following Probation's Food Services Plan, including the associated policies and procedures therein, which has been approved by Probation and complies with Public Health regulations and the BSCC, Juvenile Title 15, Article 9, Section 1464 guidelines.

2.31 Addition/Deletion of Facilities

The Contractor is responsible for providing food and related services to Barry J. Nidorf. Facilities, work force and/or work hours may be added or deleted during the Agreement term by Probation upon at least a five (5) calendar day written notice by Probation.

- a. Facilities may be added to the Contract at an amount agreed upon between Probation and the Contractor at the time of adding the facility. The amount agreed upon will be consistent with the 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 the Contractor.
- c. If additional supplies are required on a regular basis, Probation will determine if there is to be an increase in costs.

3.0 QUALITY CONTROL

The Contractor will establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor will submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and will include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). It must specify the activities to be inspected on a schedule 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 before the level of performance becomes unacceptable.
- 3.3 A file of inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation will be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of 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 the Contractor's compliance with all Contract terms and performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the 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 Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

4.1 Monthly Meetings

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines 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.

After the first three (3) months of operation, regular performance evaluation meetings will be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

The County will have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

4.2 Contract Discrepancy Report

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

The County's Program Manager will determine whether a formal Contract Discrepancy Report will issue as referenced in Technical Exhibit 2 (Contract Discrepancy Report) of Appendix B (Statement of Work Technical Exhibits). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor will submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.3 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 Standard (AQLS) - A measure to express the variance from a standard before Probation can apply damages as specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Contract Discrepancy Report (CDR) - A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.3 Contract Start Date - The date the Contractor begins work in accord with the terms of the Contract.
- 5.4 Contractor's Project Director - Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.5 County's Contract Analyst – The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 5.6 County's Contract Manager - Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.8 County's Program Manager - Person designated by the County to manage the operations under this Contract.
- 5.9 Food and Nutrition Services Section - County of Los Angeles Probation Department operational section that has the responsibility of overseeing and enforcing the standards and compliance of Probation's Food Service Operations.
- 5.10 Food Services Consultant - Probation employee who is a Registered Dietitian Nutritionist who provides consultative services to the Department regarding food and nutrition.
- 5.11 Food Services Manager - Person designated by the Contractor to manage food service operations within Probation. Ensures the operation follows policies and procedures and meets federal and state requirements.

- 5.12 Liquidated Damages - The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.13 Participant 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 Probation.
- 5.14 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.15 Probation's Registered Dietitian - Probation employee who is a Registered Dietitian Nutritionist and has the responsibility for writing and ensuring compliance with all Probation menus.
- 5.16 Quality Assurance Plan - The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.17 Quality Control Plan - All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 5.18 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.
- 5.19 Services Director - Manages the support services at a Probation Department facility.
- 5.20 Superintendent - The Senior Director of Barry J. Nidorf. He/she or his/her designee will make the decisions for the facility.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract – County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Furnished Items

The County will not provide materials, equipment and/or services necessary to operate this Contract except as listed below:

6.2.1 County Provision of Utilities

6.2.1.1 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 will be provided by the County at the facilities.

6.2.2 County Provision of Services

- 6.2.2.1 The County will 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. Technical Exhibit 11 (Maintenance Responsibility) of Appendix B (Statement of Work Technical Exhibits).
- 6.2.2.2 The County will provide fuel to operate food trams.
- 6.2.2.3 The County will provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.
- 6.2.2.4 Pick-up of trash and garbage from dumpsters at the facility trash site will be provided at County's expense.
- 6.2.2.5 The County will provide bins, liners, and signage for organic waste recycling.

6.2.2.6 Parking for the Contractor personnel will be provided when available. In the event the County implements paid parking, the Contractor will be responsible to pay the parking fee. The County is not responsible for any damage to vehicles owned by the Contractor or the Contractor's employees.

6.2.3 Maintenance of Certifications

The County will maintain applicable health certifications if the Contractor prepares and serves food on County premises and will ensure the Contractor meets all state and local regulations when preparing and serving meals. If the Contractor prepares or serves food in a facility not located on County premises, the Contractor will maintain state and local health certifications for the facility and will maintain the certifications for the duration of the Contracts.

CONTRACTOR

6.3 Project Director

- 6.3.1 The Contractor will provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent will be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, including County holidays. An answering service (or voicemail) is not acceptable. The Project Director will provide management and coordination of this Contract and will act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than the times described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent will be designated to act as the Project Director.
- 6.3.3 The Project Director will 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.
- 6.3.4 The Project Director/authorized agent will have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent will read, write, speak, and understand English.

- 6.3.5 The Project Director will be available between 8:00 a.m. to 5:00 p.m., P.T., Monday through Friday including County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County will have exclusive right to review and approve the Project Director. The County will have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.
- 6.3.7 The Project Director will meet monthly, or as requested by the County, with the County's Program Manager and other designated staff, including the County's Contract Monitor and inspect the facilities to ensure the quality of the services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Program Manager, and submitted to the Contractor for remedial action, and a copy will be provided to the Contract Development Section.

6.4 Personnel

- 6.4.1 The Contractor will provide competent staff to perform the terms of the Contract. The County will have the exclusive right to review and approve staff prior to assignment.
- 6.4.2 The Contractor will ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor will retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Technical Exhibit 3 (Confidentiality of CORI Information) of Appendix B (Statement of Work Technical Exhibits).
- 6.4.3 All personnel must be able to read, write, and speak English.
- 6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor will immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.

- 6.4.5 The County reserves the right to have the County's Program Manager or a designated alternate, interview all prospective employees or agents of the Contractor.
- 6.4.6 The Contractor will be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor will provide the Superintendent or Services Director, the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period on a monthly basis.
- 6.4.8 Personnel provided by the Contractor will present a neat appearance and be properly attired in their uniforms.
- 6.4.9 When personnel are needed for a job with public contact, the County's Program Manager may, at his or her sole discretion, direct the Contractor to replace any of the staff the County's Program 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.
- 6.4.10 The Food Services Manager or designee will inspect the food service operation at least on a weekly basis.
- 6.4.11 A committee consisting of at least two (2) persons hired by the Contractor, one of whom will be the Food Services Manager and the appropriate Probation staff member(s) will meet monthly, or as determined by the County, to: (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the County's Program Manager.
- 6.4.12 The Contractor will not employ any person under the age of twenty-one (21) years for positions within the confines of Barry J. Nidorf.

6.4.13 Physical Examination

Employees of the Contractor 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 mini chest); stool examination for ova parasite, and culture; SGOT and SGPT.

6.4.13.1 In addition, these employees must undergo an annual physical examination to assure no infectious disease exists before continuing work. The Contractor will refer to Standard Terms and Conditions and ensure compliance.

6.4.13.2 All physical examinations will be at the Contractor's expense and proof of compliance will be maintained by the Contractor and available for inspection by the County.

6.4.13.3 In lieu of an annual physical examination, the Contractor 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 will 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.

6.5 Uniforms/Identification Badges

6.5.1 Complete uniforms (pants, tops, etc.) hair coverings required by the County Health Department regulations will be provided at the Contractor's expense. The Contractor will submit a plan that describes and illustrates the type of uniform that will be worn by

all employees, supervisors, managers who will enter the County facility to perform any work or services related to this project. The color of all shirts, sweatshirts, and jackets will match and have the logo and/or name of the Contractor's company on the front and rear of each item. No gang colors (reds and blues) will be accepted.

6.5.2 The Contractor will ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification) of Appendix C (Sample Contract).

6.5.3 County's Security Requirements for Contractor

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

6.5.3.2 The Contractor 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 youth in Barry J. Nidorf 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.

6.5.3.3 The Contractor will immediately report to the Contract Manager the name(s) of any detainee(s) in the facility who is either a friend or relative to the Contractor's staff assigned to Barry J. Nidorf.

6.5.3.4 The Contractor will immediately report to the Services Director any accidents and/or loss of kitchen utensils, equipment, and supplies. The 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 the Contractor subject to County inspection and review.

6.5.3.5 The Contractor's employees will 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.

- 6.5.3.6 The Contractor's employees will be required to sign-in and sign-out on the Visitor's Log; and the Log will also serve to show the time and date(s) food services staff were in the facility.
- 6.5.3.7 Keys issued by the County to the Contractor's employees for areas other than the kitchen must be picked up and left with the Key Center daily. The Contractor will immediately report to the Superintendent any loss of keys.
- 6.5.3.8 The Contractor will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and the Contractor accepts full responsibility of said keys. The Contractor will 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.
- 6.5.3.9 Reimbursement for costs due to loss of keys: the Contractor will reimburse the County for any and all costs, as defined by the County, incurred due to loss of keys by the Contractor's employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid and costs incurred by the County for such repairs or replacement of locks will be paid by the Contractor upon demand, or the County may offset the cost of such repairs/replacements against any monies due to the Contractor from the County.

6.6 Materials and Equipment

- 6.6.1 All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, will be provided by the Contractor at his/her expense.

6.7 Training

The Contractor will provide Food Safety and Sanitation training for food service workers.

6.7.1 Food Safety and Sanitation training will cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.

6.7.2 The Contractor may accomplish this three to four hours' 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 the County.

6.8 Contractor's Office

The Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m., P.T., Monday to Friday, by at least one employee who can respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls. **The Contractor will answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAYS OF WORK

The Contractor will be required to provide food services on weekdays, weekends, and County recognized holidays.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

11.1 Consumable Supplies

Consumable paper and plastic supplies (e.g., dishes, silverware, cups etc.) pursuant to the County specification which will be required at serving locations designated by the Superintendent will be provided by the Contractor. Serving ware used for plating meals for youth will be made from recycled materials (if possible, 30% post-consumer materials), fully

compostable and safe for food contact. The serving containers will be at least two (2) inches deep per Technical Exhibit 12 (Consumable Supplies Sample) of Appendix B (Statement of Work Technical Exhibits) and deep enough to cover all food items with a lid or wrapping while allowing enough space between the food and covering so as to limit the cover from touching the food inside, thereby avoiding compacting the food. Consistent with the County's effort to become more environmentally friendly, the purchase and/or use of expanded polystyrene food containers (Styrofoam) is prohibited.

11.2 Food/Organic Waste Disposal Procedures

- 11.2.1 Probation will supply the Contractor with recycling bins and clear green liners for organic waste disposal. A clean liner will be used at the start of each day's production and may be replaced throughout the day as needed. Liners containing food waste will be removed from each organic waste bin, tied tightly, removed from the kitchen and staff dining room and disposed in the designated organic waste dumpsters outside as often as necessary and at kitchen closing.
- 11.2.2 The Contractor will ensure that there is an organic/food waste bin as needed at every workstation in the kitchen.
- 11.2.3 The Contractor will ensure that all kitchen food/organic waste: trimmings, leftovers, out of date food, or food scraps are disposed in the designated food/organic waste bins. All packaging: plastic, paper, foil, or boxes will be removed and separated from organic waste prior to disposal.
- 11.2.4 The Contractor will monitor the food/organic waste bin in the staff dining room for non-food items.
- 11.2.5 The Contractor will ensure that kitchen food/organic waste bins remain covered or closed whenever not in use. All food/organic waste bins will be washed and sanitized each day. Leaking or damaged bins will be taken out of service and replaced immediately.
- 11.2.6 The Contractor's Food Services Manager or designee will monitor their staff and visually check bins every day to ensure only food waste is being thrown in the food waste bin. If non-food/organic waste is found in bins, staff must be reminded of and re-trained on the proper way to dispose of food and non-food waste. The Contractor will report issues of non-food/organic waste being deposited into the food/organic waste bins in the living units and

staff dining hall to the facility Services Director. Continued kitchen food/organic waste violations or violations resulting in fines to Probation may result in corrective actions.

The Contractor will adhere to any County recycling requirements instituted by Probation.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that service will be null and void and place no requirement on Contractor.
- 12.2 A standard level of performance will be required of Contractor for the required services. Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance does not conform to the terms of this Contract, the County will have the option to apply the following remedies:
 - 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

- 12.3.3 Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
- 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days will constitute a breach of Contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work, due to the Contractor's breach, as solely determined by the County, will be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

APPENDIX B

STATEMENT OF WORK

TECHNICAL EXHIBITS*

APPENDIX B

STATEMENT OF WORK TECHNICAL EXHIBITS

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*Exhibits are subject to change

TECHNICAL EXHIBIT 1 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Menu Preparation (Youth) (Appendix A, SOW, 2.7, 2.8)	a) Menu b) Menu Production Record c) Recipes d) Product Formulation Statements e) Nutrition Labels	Adhere to approved 3-week cycle menu (Technical Exhibit 4); 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
Menu Preparation (Adult) (Appendix A, SOW 2.7.3)	a) Menu b) Menu Production Record	Adhere to approved 3-week cycle menu, which is based on Technical Exhibit 4, No unauthorized omissions or substitutions	4%	- User and/or Staff Complaints - Random Inspections	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 Standards (Appendix A, SOW 2.9)	a) Food Invoices b) Meal c) Nutrition Labels d) TPHC Logs e) Menu Production Records f) Surveys	As established by Probation, County and/or State Regulations (Technical Exhibit 5)	0%	- User Complaints - Random Inspections - Random Samples	Accelerated damages as above except deductions are: \$100, \$200 and \$400
Food Temperatures (Appendix A, SOW 2.9.7)	a) Food Served b) Temperature Logs c) Food Temperature taken	Temperatures for hot foods be at or above 135° F and cold foods be at or below 41° F	4%	- Random Inspections	Accelerated damages as above except deductions are: \$125, \$250, \$500
Food Portions (Appendix A, SOW 2.10) (Appendix A, SOW 2.9.20) a) Portion sizes b) Adequacy of food prepared	a) Menu b) Utensil used c) Menu Production Record d) Food Labels	Adhere to 3-week cycle menu. No unauthorized changes (Technical Exhibit 4)	4%	- Random Inspections - Random Samples - Random Inspections	Accelerated damages as above except deductions are: \$100, \$200, \$400

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Pre-meal Preparation (Appendix A, SOW 2.12) a) Vegetables b) Foods c) Leftovers	a) Meal b) Menu c) Food Labels d) Food Storage Areas e)	a) Cook same day to be served b) Be prepared no more than 1 day before service c) Be properly labeled d) Not be stored more than 3 days in refrigerator	0%	- Random Inspections	Accelerated damages as above except deductions are: \$125, \$250, \$500
Sanitation (Appendix A, SOW 2.14, 2.21, 6.5) a) After-meal cleanup b) Health Standards & Cleanliness c) Uniforms	a) Serving and disposal areas b) Food preparation area c) Equipment Maintenance log d) Cleaning logs	Meet state and County health regulations.	4%	- Random Inspections - Random Inspections - Random Inspections	Accelerated damages as above except deductions are: \$400, \$800, \$1,600
Security (Appendix A, SOW 2.24, 6.5; Appendix C, Sample Contract, 7.4, 7.5) a) Supplies/Equipment b) Minimum Age c) ID. Badges d) Employees e) Keys/ID Tokens f) Contractor employees will be fingerprinted prior to providing services g) No Contractor staff will have a criminal conviction unless such record has been fully disclosed h) Contractor must reimburse County for record checks	a) Contractor's Records County/Contractor's Records C-H	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 requirements 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
Quality Control Plan (Appendix A, SOW 3.0)	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

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Employee Physical Examinations (Appendix A, SOW 6.4.13)	Medical Reports/Contractor's Reports	Meet health requirements of State and County	0%	- Random Inspections	Accelerated damages as above except deductions are: \$200, \$400, \$800
Training Food and Safety Sanitation (Appendix A, SOW 6.7)	Contractor's Records	Provide not less than 3 to 4 hours of Food and Safety Sanitation covering all aspects of food handling	0%	- Random Inspections	Accelerated damages as above except deductions are: \$200, \$400, \$800
Employee Benefits/Prevailing Wages for Covered Crafts. (Appendix C, Sample Contract, 9.18) 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
Contractor in compliance with Standard Terms and Conditions (Appendix C, 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

**TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT**

TO: _____

FROM: _____

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**TECHNICAL EXHIBIT 3
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

Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.

TECHNICAL EXHIBIT 4 WEEKLY MENU

Los Angeles County Probation Department

Hall/Cycle 1		FROM: _____ TO: _____				HALLS	
DAY/DATE	BREAKFAST		LUNCH		DINNER		SNACK
	Item	Svq	Item	Svq	Item	Svq	Item
Sunday - Day 1	##Breakfast Burrito w/ Salsa Salsa Sausage Links Orange Juice* Apricot Halves** ##Cold Cereal Fluid Skim Milk, Unflavored	1 ea 1/4 cup 2 ea 8 oz 1 cup 2 svq 2 ea	##WG Chicken Sandwich Lettuce and Tomatoes Ranchero Beans*** Garden Salad**/* LF Italian Dressing Lite Mayo Pear Diced Fresh Grapes Fluid Skim Milk, Unflavored	1 sand 1/2 c, 2 sl 1/2 cup 1 cup 1 oz 1 plct 1/2 cup 1 cup 1 ea	#Chicken Tetrizzini Steamed Broccoli**/* Green Salad**/* LF French Dressing ##WG Bread Spread Fluid Skim Milk, Unflavored	2 svq 1 cup 1 cup 1 oz 1 slice 1 ea 1 ea	Fresh Orange* 1 ea
Monday - Day 2	##Cinnamon Oatmeal Hash Brown Patty Bacon Pineapple Chunks* ##Cold Cereal Fluid 1% Milk, Unflavored	1 cup 2 ea 2 strips 1 cup 1 svq 2 ea	Teriyaki Chicken Bowl w/ Broccoli/Carrots/Cabbage**/* & #Steamed Rice Fresh Honeydew* Fluid 1% Milk, Unflavored	1 svq 1 cup 1 cup 1 ea	Roast Beef w/ Brown Gravy Mashed Potatoes Mixed Vegetables** Green Salad** LF Italian Dressing Canned Peaches Fresh Banana #Dinner Roll Fluid 1% Milk, Unflavored	3 oz 1/4 cup 1 cup 1/2 cup 1 cup 1 oz 1/2 cup 1 ea 1 ea 1 ea	## WG NutriGrain Bar 1 ea
Tuesday - Day 3	#Pancakes Syrup Scrambled Eggs LF Yogurt Pear Diced ##Cold Cereal Fluid Skim Milk, Unflavored	2 ea 2 oz 1/2 cup 6 oz 1 cup 2 svq 2 ea	Sweet n Sour Pork #Steamed Rice Green Beans Green Salad** LF French Dressing Fresh Cantaloupe**/* Fluid Skim Milk, Unflavored	1 cup 1 cup 1/2 cup 1 cup 1 oz 1 cup 1 ea	#Spaghetti w/ Meatsauce & Parmesan Cheese #Dinner Roll Garden Salad**/* LF Italian Dressing Fruit Cocktail Fluid Skim Milk, Unflavored	1.5 cup 1 tbsp 2 ea 1 cup 1 oz 1/2 cup 1 ea	Fresh Banana 1 ea
Wednesday - Day 4	##Grits Sausage Links O'Brien Potatoes Pineapple Chunks* ##Cold Cereal Fluid 1% Milk, Unflavored	1 cup 2 ea 1 cup 1 cup 1 svq 2 ea	Cold Roast Beef & Provolone Cheese on ##WG Bread Mustard Lite Mayo Lettuce and Tomatoes Coleslaw Potato Salad Fresh Apple Fluid 1% Milk, Unflavored	2 oz 1 oz 2 slices 1 plct 1 plct 1/2 c, 2 sl 1/2 cup 2/3 cup 1 ea 1 ea	##Chicken Enchilada Pie Garden Salad**/* LF French Dressing Fresh Orange* Mexicali Corn ##WG Bread Apricot Halves** Fluid 1% Milk, Unflavored	1 svq 1 cup 1 oz 1 ea 1/2 cup 2 slice 1/2 cup 1 ea	Fresh Pear 1 ea
Thursday - Day 5	Quiche Sliced Ham ##WG Bread Jelly LF Yogurt Mandarin Oranges**/* ##Cold Cereal Fluid Skim Milk, Unflavored	2 svq 3 oz 2 slices 1 T 6 oz 1 cup 2 svq 2 ea	#Beef Burrito Whole Kernel Corn Green Salad** LF French Dressing Salsa Fresh Watermelon**/* Fluid Skim Milk, Unflavored	1 ea 1/2 cup 1 cup 1 oz 1/4 cup 1 cup 1 ea	BBQ Chicken Home-Style Potatoes Baked Beans*** Sautéed Spinach**/* Garden Salad**/* LF Italian Dressing Canned Peaches Fluid Skim Milk, Unflavored	6 oz 1.5 cup 1/2 cup 1/2 cup 1 cup 1 oz 1/2 cup 1 ea	## WG Graham Crackers 3, 2.5" sq
Friday - Day 6	##Cream of Wheat Breakfast Patty Canned Peaches Fresh Banana ##Cold Cereal Fluid 1% Milk, Unflavored	1 cup 2 ea 1/2 cup 1 ea 2 svq 2 ea	##WG Grilled Cheese Sandwich Tomato Bisque Soup Garden Salad**/* LF Italian Dressing Crunchy Baby Carrots** Lite Ranch Dip Fresh Honeydew* Fluid 1% Milk, Unflavored	1 ea 1 cup 1 cup 1 oz 1/2 cup 1 oz 1 cup 1 ea	Jambalaya with Chicken ##Cornbread Apricot Halves** Green Salad** LF French Dressing Fluid 1% Milk, Unflavored	1, 1/2 cup 2 ea 1 cup 1 cup 1 oz 1 ea	Fresh Apple 1 ea
Saturday - Day 7	Cheesy Egg Scramble Salsa ##Corn Tortilla Applesauce Fresh Grapes ##WG Banana Bread Fluid Skim Milk, Unflavored	1/2 cup 1/4 cup 1 ea 1/2 cup 1 cup 2 ea 2 ea	Hamburger on ##WG Bun w/ Lettuce and Tomatoes Baked Beans*** Garden Salad**/* LF French Dressing Pear Diced Ketchup, Mustard Potato Chips Fluid 1% Milk, Chocolate	1 ea 1/2 c, 2 sl 1/2 cup 1 cup 1 oz 1 cup 1 plct ea 1 oz, 1 ea 1 ea	Chicken Stir-Fry w/ Carrots & Broccoli**/* #Steamed Rice Fresh Apple ##WG Bread Fluid Skim Milk, Unflavored	1.5 cup 1 cup 1 ea 2 slice 1 ea	## WG Graham Crackers 3, 2.5" sq

*Vitamin C

**Vitamin A

***Legume

##Bread/Grain

(WG) Whole Grain

Approved by Eliot Kwon, MS, RDW
Prepared by Stephanie Samsoukian, MA, RDW, Eliot Kwon, MS, RDW, Alyssa Guarnilo, RDW
For use beginning August 25, 2024

Menu Subject to Change

TECHNICAL EXHIBIT 4 WEEKLY MENU

Los Angeles County Probation Department

Hall/Cycle 2		FROM: _____ TO: _____				HALLS	
DAY/DATE	BREAKFAST		LUNCH		DINNER		SNACK
	Item	Svg	Item	Svg	Item	Svg	
Sunday - Day 1	##Cinnamon Oatmeal Sausage Links Hash Brown Patty Canned Peaches ##Granola Bar Fluid 1% Milk, Unflavored	1 cup 2 ea 1 ea 1/2 cup 2 ea 2 ea	##Chicken Tacos w/ Lettuce/Tomato/Cheese Ranchero Beans*** #Spanish Rice Whole Kernel Corn Mandarin Oranges*/** Fluid 1% Milk, Unflavored	2 ea 2 ea 1/2 cup 1/2 cup 1/2 cup 1 cup 1 ea	Oven Fried Chicken Home-Style Potatoes Steamed Carrots** Green Salad** LF Italian Dressing ##WG Bread Pear Diced Fluid 1% Milk, Unflavored Spread	2 svg 1 cup 1 cup 1 cup 1 oz 2 slice 1/2 cup 1 ea 1 ea	Fresh Apple 1 ea
Monday - Day 2	Orange Juice* Scrambled Eggs #Pancakes Syrup Apricot Halves** ##Cold Cereal Fluid Skim Milk, Unflavored	8 oz 1/2 cup 2 ea 1 oz 1 cup 2 svg 2 ea	##Pizzaburger on Roll Minestrone Soup*** Garden Salad*/** LF French Dressing Pineapple Chunks* Fluid Skim Milk, Unflavored	1 ea 1 cup 1 cup 1 oz 1 cup 1 ea	Meat Loaf w/ Tomato Sauce #Steamed Rice Mixed Vegetables*/** Green Salad** LF Italian Dressing Brownie Fluid Skim Milk, Unflavored	2 ea 1/4 cup 1/2 cup 1 cup 1 cup 1 oz 1 ea 1 ea	Fresh Orange* 1 ea
Tuesday - Day 3	Sausage Links ##WG Bread Canned Peaches Jelly Fresh Banana ##Cold Cereal Fluid 1% Milk, Unflavored	2 ea 2 slice 1 cup 1 T 2 ea 2 svg 2 ea	Beef Hot Dog on ##WG Bun Coleslaw Potato Salad Fresh Watermelon*/** Ketchup Mustard Fluid 1% Milk, Unflavored	1 ea 1 ea 1/2 cup 2/3 cup 1 cup 1 pkt 1 pkt 1 ea	Baked Cajun Chicken ##Brown Rice Pilaf Garden Salad*/** LF French Dressing Mandarin Oranges*/** Baked Beans*** Fluid 1% Milk, Unflavored	2 svg 1 cup 1 cup 1 oz 1 cup 1/2 cup 1 ea	##WG Graham Crackers 3, 2.5" sq
Wednesday - Day 4	##Cream of Wheat Cheesy Egg Scramble Applesauce ##WG Bread Fresh Grapes ##Cold Cereal Fluid Skim Milk, Unflavored	1 cup 1/2 cup 1/2 cup 1 slice 1 cup 2 svg 2 ea	Roasted Beef w/ Brown Gravy Scalloped Potatoes Spinach Salad*/** Lite Ranch Dressing ##WG Bread Fresh Apple Fluid Skim Milk, Unflavored	3 oz 1/4 cup 1/2 cup 1 cup 1 oz 2 slice 1 ea 1 ea	##Nachos w/ Ground Turkey Pinto Beans*** #Spanish Rice Salsa Green Salad** LF Italian Dressing Fresh Orange* Fluid Skim Milk, Unflavored	1 svg 1/2 cup 1/2 cup 1/4 cup 1 cup 1 oz 1 ea 1 ea	Fresh Pear 1 ea
Thursday - Day 5	Breakfast Patty Scrambled Eggs Hash Brown Patty Pineapple Chunks* ##WG Muffin Squares Fluid 1% Milk, Unflavored	1 ea 1/2 cup 1 ea 1 cup 2 ea 2 ea	Hamburger on ##WG Bun Ketchup Mustard Lite Mayo Lettuce and Tomatoes Potato Salad Whole Kernel Corn Applesauce Fresh Orange* Fluid 1% Milk, Unflavored	1 ea 1 ea 1 pkt 1 pkt 1 pkt 1/2 c, 2 sl 2/3 cup 1/2 cup 1/2 cup 1 ea 1 ea	#Chili Mac w/ Ground Beef Sauteed Spinach*/** Fruit Cocktail ##WG Bread Fluid 1% Milk, Unflavored	1, 1/2 cup 1/2 cup 1/2 cup 1 slice 1 ea	Fresh Banana 1 ea
Friday - Day 6	Breakfast Sandwich on ##WG Bread ##Cinnamon Oatmeal LF Yogurt Pear Diced ##Cold Cereal Fluid Skim Milk, Unflavored	1 ea 1 ea 1 cup 6 oz 1/2 cup 2 svg 2 ea	#Chicken & Chz Quesadilla Lite Sour Cream Salsa ##Tortilla Chips Garden Salad*/** LF French Dressing Fresh Honeydew* Fluid Skim Milk, Unflavored	1 ea 1 oz 1 cup 1 bag 1 cup 1 oz 1 cup 1 ea	Pork Stir-Fry #Steamed Rice Steamed Carrots** Steamed Broccoli*/** Pineapple Chunks* Fluid Skim Milk, Unflavored	1, 1/2 cup 1 cup 1 cup 1 cup 1 cup 1 ea	Fresh Apple 1 ea
Saturday - Day 7	#Waffles Syrup Sausage Links Fresh Apple ##Cold Cereal Fluid 1% Milk, Unflavored	3 ea 1 oz 2 ea 1 ea 2 svg 2 ea	##WG Turkey Sandwich Baked Beans*** Tangy Cucumber and Onion Salad Fresh Orange* Mustard Lite Mayo Fruit Cocktail Fluid 1% Milk, Chocolate	1 ea 1/2 cup 1 cup 1 ea 1 pkt 1 pkt 1/2 cup 1 ea	Baked Chicken Scandia #Steamed Rice Home-Style Potatoes Green Salad** LF Italian Dressing Apricot Halves** #Dinner Roll Fluid 1% Milk, Unflavored	2 svg 1 cup 1 cup 1 cup 1 oz 1 cup 1 ea 1 ea	##WG NutriGrain Bar 1 ea

*Vitamin C

**Vitamin A

***Legume

##Bread/Gran

(WG) Whole Grain

Approved by Elliot Kwon, MS, RDN
Prepared by Stephanie Samsaikat, MA, RDN, Elliot Kwon, MS, RDN, Alyssa Guanio, RDN
For use: Beginning August 25, 2024

Menu Subject to Change

TECHNICAL EXHIBIT 4 WEEKLY MENU

Los Angeles County Probation Department

Hall/Cycle 3

DAY/DATE	BREAKFAST		LUNCH		DINNER		HALLS
	Item	Svg	Item	Svg	Item	Svg	SNACK
							Item
Sunday - Day 1	Sausage Links Scrambled Eggs ##WG Bread Jelly Fresh Banana ##Cold Cereal Fluid Skim Milk, Unflavored	2 ea 1/2 cup 2 slice 1 T 2 ea 1.5 cup 2 ea	Beef Hot Dog on ## WG Bun Ketchup Mustard Potato Salad Coleslaw Fresh Cantaloupe*** Fluid Skim Milk, Unflavored	1 ea 1 plkt 1 plkt 2/3 cup 1/2 cup 1 cup 1 ea	#Spaghetti w/ Meatsauce & Parmesan Cheese #Dinner Roll Steamed Broccoli** Green Salad** LF Italian Dressing Canned Peaches Fluid Skim Milk, Unflavored Ice Cream Variety	1 cup 1 tbsp 2 ea 1 cup 1 cup 1 oz 1/2 cup 1 ea 1 ea	##WG NutriGrain Bar 1 ea
Monday - Day 2	O'Brien Potatoes Breakfast Patty ##WG Bread Jelly Fresh Honeydew* ##Cold Cereal Fluid 1% Milk, Unflavored	1/2 cup 2 ea 2 slice 1 T 1 cup 1.5 cup 2 ea	##WG Chicken Sandwich Lettuce and Tomatoes Lite Mayo Mustard Spinach Salad** Lite Ranch Dressing Green Beans Baked Beans*** Fresh Grapes Fluid 1% Milk, Unflavored	1 sand 1/2 c, 2 sl 1 plkt 1 plkt 1 cup 1 oz 1/2 cup 1/2 cup 1 cup 1 ea	Porcupine Meatballs w/ Tomato Sauce ##Brown Rice Pilaf Herbed Broccoli/Cauliflower* Garden Salad** LF French Dressing Fluid 1% Milk, Unflavored #Cherry Crisp	3 ea 2 oz 1/2 cup 1/2 cup 1 cup 1 oz 1 ea 1 svg	Fresh Apple 1 ea
Tuesday - Day 3	Orange Juice* ##Cream of Wheat Sausage Links Fresh Watermelon** ##Peach Muffin Square Fluid Skim Milk, Unflavored	8 oz 1/2 cup 2 ea 1 cup 2 ea 2 ea	##WG Turkey Sandwich w/ Provolone Cheese Potato Chips Garden Salad** LF Italian Dressing Fresh Pear Lite Mayo Mustard Fruit Cocktail Fluid Skim Milk, Unflavored	1 ea 1 oz 1 oz, 1 ea 1 cup 1 oz 1 ea 1 plkt 1 plkt 1/2 cup 1 ea	Pork Chops Glazed Sweet Potato** Green Beans Applesauce Fluid Skim Milk, Unflavored Spice Cake	3 oz 1/2 cup 1/2 cup 1/2 cup 1 ea 1 svg	Fresh Orange* 1 ea
Wednesday - Day 4	Quiche ##WG Bread Hash Brown Patty LF Yogurt Jelly Fresh Apple ##Cold Cereal Fluid 1% Milk, Unflavored	1 svg 1 slice 1 ea 6 oz 1 T 1 ea 1.5 cup 2 ea	BBQ Beef on ##WG Bun Baked Beans*** Steamed Broccoli** Mandarin Oranges** Fluid 1% Milk, Unflavored	1 ea 1 ea 1/2 cup 1 cup 1 cup 1 ea	Chicken Fajitas w/ ##Corn Tortillas Salsa Lite Sour Cream #Spanish Rice Garden Salad** LF French Dressing Canned Peaches Fluid 1% Milk, Unflavored	2 ea 1/4 cup 1 oz 1 cup 1 cup 1/2 cup 1 ea	##WG Graham Crackers 3, 2.5" sq
Thursday - Day 5	#Grits Scrambled Eggs Applesauce Fresh Grapes ##Cold Cereal Fluid Skim Milk, Unflavored	1 cup 1/2 cup 1 cup 1 cup 1.5 cup 2 ea	#Chicken Burrito #Steamed Rice Garden Salad** LF Italian Dressing Apricot Halves** Fluid Skim Milk, Unflavored	1 ea 1 cup 1 cup 1 oz 1 cup 1 ea	Country Fried Steak w/ Brown Gravy Home-Style Potatoes Whole Kernel Corn ##WG Bread Fresh Orange* Pear Diced Fluid Skim Milk, Unflavored	2 ea 2 oz 1 cup 1/2 cup 2 slice 1 ea 1 cup 1 ea	##WG NutriGrain Bar 1 ea
Friday - Day 6	#Pancakes Breakfast Patty Syrup Mandarin Oranges** ##Cold Cereal Fluid 1% Milk, Unflavored	3 ea 2 ea 1 oz 1 cup 1.5 cup 2 ea	#Lasagna w/ Ground Beef ##WG Garlic Bread Green Salad** LF French Dressing Steamed Broccoli** Fresh Honeydew* Fluid 1% Milk, Unflavored	1 svg 2 slice 1 cup 1 oz 1 cup 1 cup 1 ea	Pork Rib Patty w/ BBQ Sauce #Dinner Roll Ranchero Beans*** Sautéed Spinach** Fruit Cocktail Fluid 1% Milk, Unflavored	1 ea 1 oz 2 ea 1/2 cup 1/2 cup 1 cup 1 ea	##WG Graham Crackers 3, 2.5" sq
Saturday - Day 7	Cheesy Egg Scramble Salsa ##Corn Tortilla Sausage Links Apricot Halves** ##WG Banana Bread Fluid Skim Milk, Unflavored	1/2 cup 1/4 cup 1 ea 2 ea 1 cup 1 ea 2 ea	##WG Pepperoni Pizza Garden Salad** LF Italian Dressing Minestrone Soup*** #Saltine Crackers Pineapple Chunks* Fluid 1% Milk, Chocolate	2 ea 1 cup 1 oz 1 cup 1 pk 1/2 cup 1 ea	Honey Lemon Chicken Scalloped Potatoes Steamed Carrots** Canned Peaches #Dinner Roll Fresh Orange* Fluid Skim Milk, Unflavored	1 svg 1/2 cup 1 cup 1/2 cup 1 ea 1 ea 1 ea	Fresh Banana 1 ea

*Vitamin C

**Vitamin A

***Legume

#Bread/Grain

(WG) Whole Grain

Approved by Elliot Kwon, MS, RDN
Prepared by Stephanie Sannasakis, MA, RDN, Elliot Kwon, MS, RDN, Alyssa Guadalupe, RDN
For use: Beginning August 25, 2024

Menu Subject to Change

TECHNICAL EXHIBIT 5 ADDENDUM TO MENU

I. Minimum Standards

The following minimum standards are included in order to clarify the quality requirements cited in the contract. This will be accomplished by attaching the standards to the menu.

Meats – USDA Select (15%/85% or 20%/80%)

Fat content will not be more than 20% in meat. No fillers to be used in ground beef.

Eggs – Pasteurized Grade AA or A, medium, whole fresh eggs, or whole, pasteurized, liquid eggs.

Fresh Vegetables – (except squash) US No. 1

Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

US Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 50% whole grain flour or meal as determined by weight. The remaining 50% will be from enriched grain.

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 – 1% low-fat milk, skim milk or 1% chocolate milk (as indicated on the approved mainline menu).

**TECHNICAL EXHIBIT 5
ADDENDUM TO MENU**

Table A.1 - Sample Sack Breakfast Menu

Food Component	Portion Size	Sample Menu
Whole Grain	1 Serving	1 Nutrigrain Bar or 1 Slice Bread
Whole Grain	1 Serving	3/4 Cup Whole Grain Cold Cereal
Fruit	1 Serving	1 Fresh Apple or 1/2 Cup peaches
Fruit	1 Serving	8oz Orange Juice or 1 Fresh Banana
Fluid Milk	16 oz	2, 8 oz Containers, Skim or 1% Milk
Condiment	1 Serving	1pkt Sugar or 1ea Spread

Table A.2 - Sample Sack Lunch Menu

Food Component	Portion Size	Sample Menu
Meat/Meat Alternative	2 Servings	4oz Sliced Turkey
Whole Grain	2 Servings	2 Slices Whole Wheat Bread
Fruit	1 Serving	1 Whole Fresh Orange
Fruit	1 Serving	1 Whole Fresh Apple
Vegetable	1 Serving	6 sticks each (1/2 cup), Carrot Sticks
Vegetable	1 Serving	6 sticks each (1/2 cup), Celery Sticks
Fluid Milk	2 Serving	2, 8oz Containers, Skim or 1% Milk

TECHNICAL EXHIBIT 6

MEDICAL DIETS

Table 1.1 - Approved Special Diets

SPECIAL DIET	DESCRIPTION									
MEDICAL DIETS										
<p>Diabetic (Type 2)</p> <p>~2000 Kcal/Day</p> <p>~2800 Kcal/Day</p> <p>Includes 3 snacks per day (AM,PM,HS)</p>	<p>This diet is used to manage carbohydrate levels and uses the "Consistent Carbohydrate" philosophy to determine the number of carbohydrates to provide throughout the day as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Daily Calorie Level</th> <th style="text-align: center;">CHO/Meal (B/L/D)</th> <th style="text-align: center;">CHO/Snack (AM/PM/HS)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">~2000 Kcals/day</td> <td style="text-align: center;">~60g</td> <td style="text-align: center;">~30g</td> </tr> <tr> <td style="text-align: center;">~2800 Kcals/day</td> <td style="text-align: center;">~90g</td> <td style="text-align: center;">~45g</td> </tr> </tbody> </table> <p>Source: https://www.nutritioncaremanual.org. 2800kcal CHO Calculation: 2400/5svg/m=480; 2800/480=5.83; 5.83svg/m x 15gCho=87g/meal</p>	Daily Calorie Level	CHO/Meal (B/L/D)	CHO/Snack (AM/PM/HS)	~2000 Kcals/day	~60g	~30g	~2800 Kcals/day	~90g	~45g
Daily Calorie Level	CHO/Meal (B/L/D)	CHO/Snack (AM/PM/HS)								
~2000 Kcals/day	~60g	~30g								
~2800 Kcals/day	~90g	~45g								
<p>Low Sodium</p> <p>1,500-2,300 mg/day</p>	<p>This diet provides 1,500-2,300 mg of sodium per day.</p> <p>Sodium (Na) is a mineral found in many foods. One teaspoon salt (NaCl) contains 2,300 mg of sodium (Na). Sodium helps keep normal fluid balance in the body. A low-sodium diet may be prescribed to help control high blood pressure (hypertension), swelling, or water build-up (edema). A low-sodium diet also can help decrease breathing difficulties caused when the weakened heart has difficulty pumping excess fluid out of the body. A low-sodium diet means more than just eliminating the saltshaker; it means keeping overall sodium intake lower. <i>Overall daily calories may need to be decreased to achieve the required level of sodium for this diet.</i></p>									
<p>Low Lactose (Not for milk allergy)</p>	<p>The purpose of this diet is to remove most sources of lactose (milk sugar) from the diet or reduce it to tolerable level.</p> <p>For youth that cannot properly digest milk sugar (lactose) and are therefore lactose intolerant - <u>not for those allergic to milk.</u> Lactose is a sugar found in milk and milk products. It can also be found in a variety of other foods. The enzyme lactase breaks down the sugar lactose into simple sugars which can then be absorbed by the body and used as nourishment. Some people do not produce adequate amounts of the enzyme and cannot break down the lactose resulting in bloating, diarrhea, abdominal cramps, and gas.</p>									

TECHNICAL EXHIBIT 6

MEDICAL DIETS

<p>Increased Fiber</p> <p>Added Fresh fruits, vegetables and whole grains.</p> <p>~40g-50g fiber/day</p>	<p>This diet provides more fiber than what would be consumed in a traditional "high fiber" diet.</p> <p>Dietary fiber is the part of a plant that is not digested by the body; it arrives unchanged in the colon. There, it provides bulk or roughage and helps promote regularity. When adequate fiber is consumed, 25-38 grams per day (with girls on the lower end and boys on the higher end), many health benefits occur in the colon and body. Fiber works to sweep out toxins, cholesterol, and cancer-causing substances from the colon. Adequate fluid intake is important. Too much fiber (greater than 50gm/day) can cause blockage. The regular Probation, 5-week cycle menu contains a generous amount of fiber typically at or above 35 grams per day and therefore is considered a high fiber menu. The Increased Fiber Diet may be ordered if even more fiber is medically necessary. Plenty of water and fluid is needed on an increased fiber diet at 8 to 10 cups per day or more to decrease the chance of constipation. Doctors should order additional water if indicated.</p>
<p>Blood Lead Reduction</p>	<p>Provides a healthy diet and adequate Calcium, Iron, and Vitamin C to help keep lead out of the body.</p> <p>Lead poisoning is a serious health threat to people of all ages although it is seen most often in children. The Centers for Disease Control and Prevention (CDC) defined [elevated blood lead levels] as anything in excess of 3.5 µg/dL. Eating the right foods can help reduce elevated blood lead levels and minimize the effects of exposure to lead-contaminated substances.</p> <p>Source: https://www.cdc.gov/niosh/topics/lead/referencebloodlevelsforadults.html</p>
<p>Mechanical Soft</p>	<p>This diet is designed to minimize the amount of chewing necessary to digest food.</p> <p>May be used as a transition from Wired Jaw to a Regular Diet. The diet is modified only in texture such as cooked to a soft consistency, chopped, and/or ground. Foods are moist and require minimal chewing before swallowing. Monitor for dysphasia.</p>
<p>Wired Jaw</p>	<p>Meals of a consistency that can be sucked through a straw.</p> <p>Because the jaw may be wired for up to eight weeks, meals must be carefully planned to ensure adequate intake of calories, protein, carbohydrates, vitamins and minerals. Due to the individual's inability to chew, all foods must be of a consistency that can be sucked through a straw.</p>
<p>Full Liquid</p>	<p>This diet is used as a step between a clear liquid diet and a regular diet, for example, after surgery or fasting.</p> <p>This diet may also be used after certain procedures, such as jaw wiring. This diet may also be appropriate for patients who have swallowing and chewing problems.</p>
<p>Clear Liquid</p>	<p>This diet is also used in preparation for some medical tests or procedures.</p> <p>A diet of clear liquids maintains vital body fluids, salts, and minerals and also gives some energy for youth when normal food intake must be interrupted. Clear liquids are easily absorbed and reduce stimulation of the digestive system and leave no residue in the intestinal tract. A clear liquid diet is often prescribed in preparation for surgery and right after surgery. Clear liquids are given when a youth has been without food for a long time.</p>

TECHNICAL EXHIBIT 6

MEDICAL DIETS

Food Allergy	<p>The food allergy diet removes allergenic food item(s) to prevent a youth from having an allergic reaction.</p> <p>Allergenic foods are not always clearly visible and may be hidden within foods - a component of the allergenic food rather than the whole food may be contained within a prepared food item. The goal of the food allergy diet is to eliminate the allergen from meals and provide nutritionally comparable substitutions in its place.</p>
MODIFIED DIETS	
<p>Low Calorie Diet:</p> <p>~2000 Kcal/Day</p>	<p>The purpose of this diet is to decrease overall calories to a level that may cause a healthy weight loss of about 1-2 pounds per week.</p> <p>Low calorie diets should be implemented in conjunction with an appropriate physical activity program to improve weight loss, retain muscle mass and avoid the need for the extreme caloric restrictions related to very low-calorie diets. A reduction in calories below 2000 calories per day may be too low and is therefore not available in this setting.</p>
<p>Reduced Calorie Diet:</p> <p>~2800 Kcal/Day</p>	<p>This diet is not for weight loss; it is to provide for a more appropriate number of calories than the regular diet menu provides.</p> <p>The regular menus may provide up to 5000kcal or more on some days. This number of calories may be too high for some youth. In such a case, the reduced calorie diet can be prescribed even if the goal is not weight reduction.</p>
<p>Prenatal Diet</p> <p>~3000 Kcal/day</p> <p>Includes: 3 Snacks/day (AM, PM, HS)</p>	<p>Provides healthy meals and snacks to address the needs of prenats.</p> <p>Adolescent pregnancies are higher risk than the pregnancies of healthy adult women. The nutritional needs of pregnant teenage girls are high. Not only do they need a nutritionally rich diet to support a growing baby, but their own nutritional needs are also high; the need for calories, protein, vitamins, minerals, and water all increase. Drinking plenty of fluids and keeping well-hydrated is important. Doctors should order additional water if indicated. Three snacks are included in the prenatal diet, AM, PM, and HS.</p>
PREFERENCE DIETS	
VEGETARIAN DIETS	
<p>Vegetarian</p> <p>If a youth cannot eat either milk or eggs, please order a Vegan diet.</p>	<ul style="list-style-type: none"> • Vegan: Do not serve meat, poultry, fish, milk/milk products, or eggs/egg products – no food products with animal origins are served. • Lacto-Ovo Vegetarian: Do not serve meat, poultry, or fish. Milk/milk products and eggs/egg products are ok.

TECHNICAL EXHIBIT 6

MEDICAL DIETS

RELIGIOUS DIETS	
Religious	<p>Religious diets are based on the dietary laws of a particular religion. Religious diets are not medically indicated and therefore are considered preference diets. Probation will accommodate religious diets to the extent possible. Religious diets are developed on an as needed basis. Religious diets are provided as follows:</p> <ul style="list-style-type: none">• Baha'i Diet: Regular 5-Week Cycle Menu• Buddhism: Vegan Diet• Hinduism: Vegan Diet• Eastern Orthodox Christianity: Regular 5-Week Cycle Menu• Hinduism: Vegan Diet• Islam: Regular 5-Week Cycle Menu and No Pork or Vegan Diet <i>(Halal diets cannot be properly accommodated; therefore, if a Halal diet is requested a vegan diet will be provided)</i>• Judaism: Vegan Diet• Mormonism: Regular 5-Week Cycle Menu• Rastafarianism: Vegan Diet• Roman Catholicism: Regular 5-Week Cycle Menu• Seventh-day Adventists: Vegan Diet

**TECHNICAL EXHIBIT 7
SUBSTITUTION LIST**

SUBSTITUTION LIST

The menu item substitution list provides guidance for substituting appropriate food components in the event a particular menu item is unavailable.

For detailed information for specific foods and how they contribute to each food component, refer to the **USDA Food Buying Guide**.

Menu Symbol	Nutrient/Component	Approved Food Substitutions
*	Vitamin C	Oranges, Mandarin Oranges, Pineapple, Tomato, Broccoli, Cabbage, Applesauce (with added Vitamin C), Cauliflower, Potato (baked with skin) <u>One Serving:</u> Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
**	Vitamin A	Sweet Potato, Carrot, Winter Squash (all types), Peas & Carrots, Apricot, Cantaloupe, Spinach, Summer Squash, Butternut Squash, Greens (Collard, Turnip, Mustard), Watermelon, Mixed Vegetables <u>One Serving:</u> Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
***	Legumes	Bean or Lentil Soups (2 cups or 1 cup and another bean on same day), Refried Beans, Pinto Beans, Black Bean Salad, Baked Beans, Ranch Style Beans, Three Bean Salad <u>One Serving:</u> Beans = 1 cup Bean Soups = 2 cups or 1 cup and another bean on same day Lentil Soups = 2 cups or 1 cup and another bean on same day

TECHNICAL EXHIBIT 7 SUBSTITUTION LIST

#	Bread/Grain	<p>Cold Cereal, Waffles, Biscuits, Noodles, Pasta, Pancakes, Rice, Saltine Crackers, Sandwich Roll, English Muffin, Cold Cereal, Bagels, Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Bun (hamburger/hot dog), Dinner Roll, Granola bar, Tortilla, Corn Chips</p> <p><u>One Serving:</u> Sandwich Bread & equivalent = 1 slice/piece Hamburger/Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup (1oz) Saltine Crax = 6 sq Tortilla 6" = 1</p>
##	Whole Grains	<p>Whole Grain Cold Cereal, Whole Grain Bagels, Wheat Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Whole Wheat Bun (hamburger/hot dog), Whole Wheat Dinner Roll, Granola bar, Brown rice, Tortilla Chips, Whole Wheat tortillas</p> <p><u>One Serving:</u> Sandwich Bread & equivalent = 1 slice/piece Hamburger/Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup Wheat Saltine Crax = 6 sq Whole Grain Tortilla 6" = 1</p>
None	Meat/Meat Alternatives (Protein)	<p>All types of fresh lean meats, poultry, fish; eggs, tofu, beans</p> <p><u>One Serving:</u> Meat, poultry, fish = 2-3 oz (without bone) Eggs = 2 medium Tofu = 8 oz Beans = 1 cup</p>
None	Dairy	<p>Cheeses, Yogurt, Pudding, Ice Cream</p> <p><u>One Serving</u> (if used in place of fluid milk component) Natural Cheese = 1.5 oz Processed Cheese = 2 oz Nonfat Yogurt = 1 cup Pudding = 1 cup Ice Cream = 1 ½ cup</p>

TECHNICAL EXHIBIT 7 SUBSTITUTION LIST

		<p>Non-fat dry milk:</p> <ul style="list-style-type: none"> • ~ 1 cup fluid non-fat milk <ul style="list-style-type: none"> ○ Mix 1/3 cup dry milk powder + 1 cup water. • ~ 4 cup fluid non-fat milk <ul style="list-style-type: none"> ○ Mix 1 and 1/3 cups dry milk powder + 3 and 3/4 cups water.
None	Fluid Milk	<p>Fluid Skim Milk (with Vitamin A & D)</p> <p><u>One Serving:</u> 8 oz</p>
None	Fruits/Vegetables NOT Vitamin A or C	<p>Apple, Applesauce, lettuce, Peaches, Pear, Corn, Peas, Banana, Cucumbers, Green Beans, Fruit Cocktail, Celery.</p> <p><u>One Serving:</u> Whole fruit = 1 whole Canned Fruit = 1/2 cup Melon = 1 cup Vegetables cooked = 1/2 cup Vegetables raw = 1 cup</p>
N/A	Non-Fat Dry Milk	<p>To reconstitute non-fat fluid milk do the following:</p> <ul style="list-style-type: none"> • To make ~ 1 cup fluid non-fat milk, <ul style="list-style-type: none"> ○ Mix 1/3 cup dry milk powder + 1 cup water. • To make ~ 4 cups fluid non-fat milk, <ul style="list-style-type: none"> ○ Mix 1 and 1/3 cups dry milk powder + 3 and 3/4 cups water. ○ <p>Reference: Washington State Dairy Council</p>

TECHNICAL EXHIBIT 10

**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 Program Manager 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 Program Manager (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 will maintain and repair the equipment and buildings.

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**TECHNICAL EXHIBIT 11
MAINTENANCE RESPONSIBILITY**

BARRY J. NIDORF FOOD SERVICE CONTRACT					
MAINTENANCE RESPONSIBILITY					
ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Table - Baker S/S -95"L x 48"W	X				
Double Sink - S/S w/Faucet Built- in			X	11	
Table -Sink - 30" x 17 ½ Built- in Main Kitchen			X	11	
Mixer-Floor-Vulcan Auto Mix Model FM80	X				
Bins -S/S -Portable w/Caster (8)	X				
Refrigerator - 2 door - Traulsen			X	13	
Refrigerator/Freezer Walk-in Bally			X	13	
Kettle-Steam S/S Serial #1976 Model D43	X				
Hot/Cold Carts-Cres-Cor (13)	X				
Ovens 6 ea.- Bakers - Blodgett Co.	X				
Mixer - Vulcan-Floor Model	X				
Table 12' w/Shelves & Sink Built-in	X				
Refrigerators - S/S (3)			X	13	
Refrigerator Freezers-Balley Co Walk-in (2)			X	13	
Refrigerator Walk-in			X	13	
Hot Line w/Sneeze Guard-Cabinet-Refrig.	X				Mech. To maintain refig.
Table-Utensil Rack w/Sink	X				
Table-Work 6' - S/S	X				

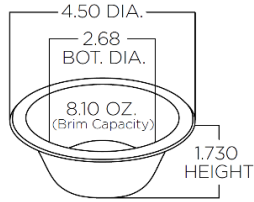
**TECHNICAL EXHIBIT 11
MAINTENANCE RESPONSIBILITY**

BARRY J. NIDORF FOOD SERVICE CONTRACT					
MAINTENANCE RESPONSIBILITY					
ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
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				
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				
Table -10" x 30" - S/S	X				
Pot & Pan Washing Machine	X				
Pre-Wash Sink & Table-Combination (2)	X				
Desk - Main Kitchen	X				
Light Fixtures			X	5	Contractor-bulbs/County Fixture
Sink & Faucets w/Cabinet - S/S	X				
Sink & Counter Tops - In Dining Room	X				

**TECHNICAL EXHIBIT 11
MAINTENANCE RESPONSIBILITY**

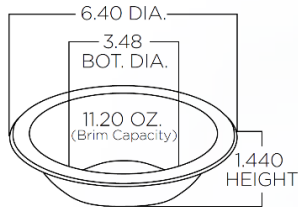
BARRY J. NIDORF FOOD SERVICE CONTRACT					
MAINTENANCE RESPONSIBILITY					
ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Fire Extinguisher in Hood - Automatic			X		
Fire Extinguisher - Portable			X	13	
Ice Machine	X				
Filters In Hood	X				
Doors Interiors	X				
Traps/Clean out drains/Floor sinks			X	11	
Faucets			X	11	
Rinse Sprinkler -Overhead	X				
District 3 Facility: Barry J. Nidorf		Address: 16350 Filbert Street, Sylmar		BIS 700	

**TECHNICAL EXHIBIT 12
CONSUMABLE SUPPLIES SAMPLE**



8 OZ. ROUND BOWL
Figure A

Round Bowl 8oz
Dimensions: *see Figure A*
Molded fiber tableware
Fully compostable
Made from 100% Recycled Material
Safe for Food Contact



12 OZ. BOWL
Figure B

Round Bowl 12oz
Dimensions: *see Figure 1B*
Molded fiber tableware
Fully compostable
Made from 100% Recycled Material
Safe for Food Contact

**TECHNICAL EXHIBIT 12
CONSUMABLE SUPPLIES SAMPLE**

	<p><u>3-Compartment Tray</u> Dimensions: 18.56"x11.44"x16.63" Molded fiber pulp cafeteria trays with lid Fully compostable Made from 100% Recycled Material Safe for Food Contact</p>
	<p><u>White Tray</u> Dimensions: 5" x 7" x 1 1/2" Molded fiber trays Fully compostable Made from 100% Recycled Material Safe for Food Contact</p>

TECHNICAL EXHIBIT 13

MOVEMENT CONTROL MEAL COUNT

BARRY J. NIDORF JUVENILE HALL								
DAY	Tuesday, August 15, 2017						BREAKFAST	FINAL
UNIT	NSLP Meals	Special Diets	Regular	Staff (Adult)	TOTALS	ADD-ONS (non-NSLP)		
					0		TRANSIENTS	
					0		ADMIN. STAFF	
					0		M.C. STAFF	
					0		NIGHT STAFF	
					0		MED. STAFF	
					0		GUESTS	
					0		PAID TICKETS	
					0		GARIBALDI	
					0		See special diet list	
					0		PREPARED BY	
					0			
					0		see special diet list	
					0			
					0		see special diet list	
					0			
					0		INFIRMARY	
					0		BSHU Finger foods	
					0		GSHU Finger foods	
					0		MOU Finger foods	
					0			
SACK LUNCHES					0			
TOTALS:	0	0	0	0	0	0		
COURTS:								
A.M. (A/B)						NSLP: 0		
L.P.						SPECIALS: 0		
POMONA						REGULAR: 0		
COMPTON						STAFF: 0		
K.J.J.C.						ADD-ONS: 0		
LONG BEACH						TOTAL: 0		
TOTAL:	0	0						

APPENDIX C
SAMPLE RFP CONTRACT



CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
FOOD SERVICES AT BARRY J. NIDORF

**SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

(NOT ATTACHED – TO BE INCLUDED IN FINAL CONTRACT)

A Statement of Work (SOW).....

B-B4 Pricing Sheets.....

C Contractor’s Proposed Schedule.....

D Contractor’s EEO Certification

E County’s Administration

F Contractor’s Administration

G Confidentiality Forms

 G1 Contractor Acknowledgement and Confidentiality Agreement.....

 G2 Contractor Employee Acknowledgement and Confidentiality Agreement

 G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

H Jury Service Ordinance.....

I Safely Surrendered Baby Law.....

J Living Wage Ordinance.....

K Living Wage Rate Annual Adjustments

L Payroll Statement of Compliance

M Intentionally Omitted

N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).....

O Charitable Contributions Certification.....

P Intentionally Omitted

Q Background Request Form

R Defaulted Property Tax Reduction Program/Form

S Contract Discrepancy Report.....

T Confidentiality of CORI Information.....

U Performance Requirements Summary (PRS) Chart.....

V Weekly Menus.....

W Addendum to Menu.....

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X Sample Medical/Modified Diet Meals

Y Substitution List.....

Z Menu Production Record.....

AA California Department of Industrial Relations Public Works Payroll Reporting Form.....

BB Equipment and Buildings Maintenance Procedure.....

CC Maintenance Responsibility.....

DD Consumable Supplies

EE Movement Control Meal Count.....

FF Daily Meal Receipt

SAMPLE CONTRACT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

FOR

FOOD SERVICES AT BARRY J. NIDORF

This Contract ("Contract") made and entered into this ___ day of _____, 2026 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor". _____ is located at _____.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may contract with private businesses for Food Services when certain requirements are met; and

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

WHEREAS, based on competitive negotiations, and pursuant to Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the Contractor, which has proposed and desires to provide Food Services to the County; 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 Code Section 2.121.250.

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

1 APPLICABLE DOCUMENTS

Exhibits A, B-B4, C, D, E, F, G1, G2, G3, H, I, J, K L, N, O, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, and FF 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 will be resolved by giving precedence first to the terms and conditions of 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-B4 - Pricing Sheets
- 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 - Confidentiality Forms
 - G1 Contractor Acknowledgement and Confidentiality Agreement
 - G2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Intentionally Omitted
- 1.17 EXHIBIT Q - Background Request Form
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS) Chart
- 1.22 EXHIBIT V - Weekly Menus
- 1.23 EXHIBIT W - Addendum to Menu
- 1.24 EXHIBIT X - Sample Medical/Modified Diet Meals
- 1.25 EXHIBIT Y - Substitution List
- 1.26 EXHIBIT Z - Menu Production Record
- 1.27 EXHIBIT AA - California Department of Industrial Relations Public Works Payroll Reporting Form
- 1.28 EXHIBIT BB - Equipment and Buildings Maintenance Procedure
- 1.29 EXHIBIT CC - Maintenance Responsibility
- 1.30 EXHIBIT DD - Consumable Supplies
- 1.31 EXHIBIT EE - Movement Control Meal Count
- 1.32 EXHIBIT FF - Daily Meal Receipt

This Contract constitutes 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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.1.5 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.1.6 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract.
- 2.1.1.7 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.8 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.11 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

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

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract will be for a one (1) year period commencing _____ through _____, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years. All provisions of the Contract in effect at the time of extending the term will remain in effect for the duration of the extension.
- 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 concurrence of the Chief Probation Officer or designee and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term will remain in effect for the duration of the extension.
- 4.3 The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.4 The Contractor will notify the County of Los Angeles Probation Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County of Los Angeles Probation

Department at the address herein provided in Exhibit E (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor in return for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet - Youth Meals), Exhibit B1 (Pricing Sheet - Adult Meals), Exhibit B2 (Pricing Sheet – Double Portions), Exhibit B3 (Pricing Sheet – Premium Snacks) and Exhibit B4 (Pricing Sheet – Condiments). The annual Contract Sum, inclusive of all applicable taxes, is estimated at \$_____ for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor must submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet - Youth Meals), Exhibit B1 (Pricing Sheet - Adult Meals), Exhibit B2 (Pricing Sheet – Double Portions), Exhibit B3 (Pricing Sheet – Premium Snacks) and Exhibit B4 (Pricing Sheet – Condiments). The Contractor must retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices will be specific as to the services provided.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Sheet - Youth Meals), Exhibit B1 (Pricing Sheet - Adult Meals), Exhibit B2 (Pricing Sheet – Double Portions), Exhibit B3 (Pricing Sheet – Premium Snacks), Exhibit B4 (Pricing Sheet – Condiments).

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Sheet - Youth Meals), Exhibit B1 (Pricing Sheet - Adult Meals), Exhibit B2 (Pricing Sheet – Double Portions), Exhibit B3 (Pricing Sheet – Premium Snacks) and Exhibit B4 (Pricing Sheet – Condiments).

5.5.3 The Contractor's invoices must 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. Contractor will 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 will be due to the Contractor for that work.

- 5.5.4 The Contractor must 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 L – Payroll Statement of Compliance

- 5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

**County of Los Angeles Probation Department
Attention: Fiscal Department, P-73
9150 East Imperial Highway
Downey, California 90242**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Preference Program Enterprises – Prompt Payment Program

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

5.6 Intentionally Omitted

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless

an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

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

6.2 County's Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:
 - 6.2.1.1 Coordinating with the Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

6.3.1 The role of the County's Program Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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 the County in any respect whatsoever.

6.4 County's Contract Monitor

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

6.5 County's Contract Analyst

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

7 ADMINISTRATION OF CONTRACT- CONTRACTOR

7.1 Contractor Administration

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Staff

- 7.2.1 The Contractor must have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor will be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor will be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor will report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report will receive prior written approval from the County.

- 7.5.1 The Contractor will submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County will have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees will not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information, or records will

have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract will be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the state for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the state.

7.6 Confidentiality

The Contractor will be responsible for safeguarding all County information provided for use by the Contractor.

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.3 Confidentiality Forms

- 7.6.3.1 The Contractor must sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

- 7.6.3.2 The Contractor must require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
- 7.6.3.3 The Contractor must require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).
- 7.6.4 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County, in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.5 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information will be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

- 7.6.6 The Contractor's employees will be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor must retain original CORI forms and forward copies to the County's Program Manager within (5) business days of start of employment.
- 7.6.7 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or their designee.
- 8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or their designee.
- 8.1.3 The Chief Probation Officer or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should

notify the County of the actual acquisitions/ mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the 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 the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements

of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.2 Complaint Procedures

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of

the status of the investigation within five (5) business days of receiving the complaint.

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

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

8.6 Compliance with Applicable Law

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

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

8.7 Compliance with Civil Rights Laws

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

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) 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 deducts from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or

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

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

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

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, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN-START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For

this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN-START job candidates.

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

8.12 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 (5) 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

- 8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or

management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interest of the County.

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

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

8.12.5 Subcontractors of Contractor

These terms will 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 Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of

business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 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 contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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 will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds

caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or

relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms

- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to:

**Kuan-Ying Sung, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

E-mail address: Kuan-Ying.Sung@probation.lacounty.gov

Fax#: (562) 658-2307

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

8.24.3 Additional Insured Status and Scope of Coverage

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

acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which

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

8.25.4 Property Coverage

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

8.25.5 Intentionally Omitted

8.25.6 Intentionally Omitted

8.25.7 Intentionally Omitted

8.25.8 Intentionally Omitted

8.26 Liquidated Damages

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

the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

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

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.28.2 The Contractor must certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal, or state anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, 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 or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 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.

8.37 Publicity

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

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will not and will not authorize another to publish or disseminate any commercial advertisements, press releases,

feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

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

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

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 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 will 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 paragraph relative to the 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, must

be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must 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 will 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.

8.39 Recycled Bond Paper

Consistent with the Board 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.

8.40 Subcontracting

8.40.1 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.

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

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

8.40.2.2 A draft copy of the proposed subcontract; and

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

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

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

- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee performs any work hereunder, the Contractor must ensure delivery of all such documents to:

**Kuan-Ying Sung, Contract Analyst
County of Los Angeles Probation Department
Contracts, Grants and Compliance Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

E-mail address: Kuan-Ying.Sung@probation.lacounty.gov

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

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
 - 8.43.1.1 The Contractor has materially breached this Contract; or
 - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 The 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.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 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.

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected

characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9 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 J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 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 must pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this 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 will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (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

thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- 9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must 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 the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will 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 the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will 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 will 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 will 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 must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), 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 must promptly provide such information. The Contractor, through one of its officers, must 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 must 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 (4) years from the date of final payment under the Contract. Authorized agents of the County must 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 must place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute County-provided notices to each of its employees at least once per year. The Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of the Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Paragraph, the County will have the rights and remedies described in this 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 will 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 the 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 one hundred dollars (\$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 will 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 fifty dollars (\$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 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, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor must 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 will 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 must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees must 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 subparagraph 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 will 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 must demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor must 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 (6) 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. The 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. The Contractor must not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor must 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 will 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Business Associate

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

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

9.6 Intentionally Omitted

9.7 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

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

9.8 Social Enterprise (SE) Preference Program

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

not more than ten percent (10%) of the amount of the Contract; and

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

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.9.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain, or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:
 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) above, the Contractor will 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 provision of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.10 Edible Food Donation

- 9.10.1 Contractor must recover the maximum amount feasible of Edible Food, consistent with food safety requirements, and arrange to provide such Edible Food to a Food Recovery Organization/Service.
- 9.10.2 Contractor must not intentionally cause or allow the spoilage of Edible Food capable of being recovered.
- 9.10.3 Contractor must keep records of the following and provide them to the Contract Monitor on a quarterly basis:
 - The name, address, and point of contact of each Food Recovery Organization/Service that has collected Edible Food from the food service Contractor.
 - Copies of all Contracts, agreements and written communications with each Food Recovery Organization/Service that has collected Edible Food from the Contractor.
 - The types, established frequency, and quantity, measure in pounds, of Edible Food that has been provided to each Food Recovery Organization/Service each month.

The types and amounts, measured in pounds, of Edible Food that has been made available to, but that was not accepted by a Food Recovery Organization/Service.

9.11 Intentionally Omitted

9.12 Reduce Single-Use Plastics

9.12.1 Reduce Single-Use Plastics

The Contractor acknowledges that County places a high priority on the implementation of [Board Policy 3.185, Reduce Single-Use Plastics](#), and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

9.12.2 Procurement Data Reporting

The Contractor will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the Contract Monitor along with other regular reports and be available upon request.

9.13 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by Contractor

The Contractor must describe the equipment, if any, necessary to supplement or replace existing Probation equipment and Probation facility alterations/repairs to support the Contractor's service hereunder. Such description will 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 cost and/or any alterations/repair costs.

9.13.1 Facility Alterations

9.13.1.1 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 must obtain prior written approval of the plans and specifications for such alterations/repair from Probation and the Internal Services Department. The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with the County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

- 9.13.1.2 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.
- 9.13.1.3 The cost of any equipment purchased, or facility repair or alterations required by the Contractor, will be depreciated fully on a straight-line basis over the period from the date of acquisitions by the Contractor to the expiration date of 60 months following implementation of the Contract. 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.

9.14 Equipment and Other Personal Property

- 9.14.1 Except as otherwise provided 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 the County, and which may be or may become County property, may be acquired by the County's Internal Services Department either from the Contractor or from any other provider, except that consumable items pertaining to the performance of services by the Contractor hereunder (e.g., raw food, cleaning supplies) may be acquired independently by the Contractor.

In the acquisition of all equipment and other personal property for services hereunder, the Contractor must comply with all requirements of the Superintendent or Services Director and the County's Internal Services Department. All deliveries of equipment and other personal property will be at times and on routes approved by the Superintendent.

- 9.14.2 All equipment to be used by the Contractor for the performance of services hereunder will be subject to the prior approval of the Superintendent or Services Director.

9.14.3 The Contractor will purchase as described pursuant to Paragraph 9.17, Subparagraph 9.17.2. The cost of any such equipment which is purchased by the Contractor will be depreciated/amortized fully on a straight-line monthly basis over the period from the date of acquisition by the Contractor to and including the expiration of 84-months following implementation of the Contract.

The Contractor will be responsible for normal and appropriate equipment installation. If necessary, the Contractor will reimburse the County for any costs incurred by the County, as determined by the County, to install such equipment or the County may deduct such costs from any amounts due to the Contractor from the County hereunder.

The time for acquisition of such equipment will be in accordance with a schedule approved by Superintendent. The Contractor will purchase equipment in a timely manner consistent with the needs of the County. For this Contract's purpose timeliness is defined as 30-45 days following approval of Superintendent or Services Director.

9.15 Amortization – County Property

Any new equipment purchased, installed and amortized by the 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 9.17 below. At the expiration of 84 months following implementation of the Contract, title to all such equipment must be transferred to the County without any charge to the County.

The Contractor will submit the New Equipment Inventory Form to the County Program Manager ten (10) working days after receipt of such equipment.

9.16 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, care, control and/or maintenance.

9.17 Equipment Purchase Option

In the event that the Contract is terminated prior to completion of the 84-month period, the County will have the option to purchase any such equipment purchased by the Contractor by paying the Contractor the cost of such equipment less accumulated prior payments.

In the event that the Contract is terminated prior to completion of 84-month period and the County does not exercise such option to purchase such equipment, then:

9.17.1 The 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.

9.17.2 If the Contractor takes possession of such equipment, then the Contractor must reimburse the County for any costs incurred by the County, as determined by the County, to restore County's premises to the condition as existed prior to the installation of such equipment or the County may deduct such costs from any amounts due to the Contractor from the County.

9.18 Prevailing Wages for Covered Crafts

9.18.1 The Contractor, its subcontractors, agents, and employees will be bound by and will comply with all applicable provisions of the California Labor Code as well as all other applicable federal, state, local laws related to labor.

9.18.2 The Contractor, its subcontractors, agents and employees must 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.

9.18.3 The Contractor must 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 will certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.

- 9.18.4 The Contractor must collect, maintain and submit on a monthly basis to the County Exhibit AA (California Department of Industrial Relations Public Works Payroll Reporting Form) for each covered worker who performs work at Barry J. Nidorf along with its certification thereof in the form shown on Exhibit AA (California Department of Industrial Relations Public Works Payroll Reporting Form).
- 9.18.5 The Contractor, its subcontractors, agents and employees must comply with Labor Code Section 1777.5 with respect to employment of apprentices.
- 9.18.6 The 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 the Contractor nor any subcontractors hereunder will require or permit any covered worker to perform any of the covered work described herein for more than eight (8) 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, the Contractor must forfeit to the County the penalty set forth therein.

9.19 Termination for Cause

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The non-breaching party must give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party must give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the County with the consent of the Contractor, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contract may also be terminated, in whole or in part, by the Contractor upon written notification to the County, setting forth the reasons for such termination, the effective date, and, in the case of partial

termination, the portion to be terminated. However, in the case of a partial termination, if the County determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the County may terminate the Contract in its entirety under either 7 CFR § 3016.43, or 7 CFR § 3016.44(a), pursuant to 7 CFR § 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

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10 SURVIVAL

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

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10	Survival

IN WITNESS WHEREOF, the Contractor has executed this Contract or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month, and year first above written.

(CONTRACTOR NAME)

By _____

Name (Typed or Printed)

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By _____
Deputy County Counsel

APPENDIX D
REQUIRED FORMS
FOR
REQUEST FOR PROPOSALS (RFP)

**APPENDIX D
REQUIRED FORMS**

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REQUIRED FORMS – EXHIBIT 1

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? **Yes** **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner: _____

3. Is your firm doing business under one or more DBA's? **Yes** **No**

If yes, complete:

Name	County of Registration	Year became DBA
-------------	-------------------------------	------------------------

_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? **Yes** **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? **Yes** **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

Yes **No** If yes, provide information:

REQUIRED FORMS – EXHIBIT 1

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 2 of 4

The Proposer acknowledges and certifies that firm meets and will comply with the Proposer’s Minimum Mandatory Qualifications as stated in Paragraph 3 of this Request for Proposal, as listed below.

Check the appropriate boxes:

- | | | |
|--|--------------------|---|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.1 | The Proposer must attend the Mandatory Proposers’ Conference and Walk-Through scheduled for <u>December 2, 2025, 2:30 p.m., P.T.</u> |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.2 | The Proposer must submit a proposal by <u>January 8, 2026, 12:00 p.m., PT</u> |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.3 | Proposer must demonstrate a minimum of three (3) years’ experience, within the last five (5) years in the area of providing food services on a long-term basis to include the preparation, purchase and delivery of supplies. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.4 | The Proposer must demonstrate a minimum of two (2) years’ experience within the last three (3) years, in the administration federal, state, county or city contracts. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.5 | The Proposer must have an administrative business office located within or adjacent to the County of Los Angeles. The address of the administrative business office must be included in Exhibit 1 (Proposer’s Organization Questionnaire/Affidavit) of Appendix D (Required Forms). |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Subparagraph 3.1.6 | If the Proposer’s compliance with a County Contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, the Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the |

REQUIRED FORMS – EXHIBIT 1
PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 3 of 4

contracting County department and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

The address to the administrative business office located within or adjacent to the County of Los Angeles must be listed here:

Address: _____

City: _____

Zip Code: _____

REQUIRED FORMS – EXHIBIT 1

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

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

PROPOSER NAME:		COUNTY WEBVEN NUMBER:
ADDRESS:		
PHONE NUMBER:	E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):		
SIGNATURE	DATE	

REQUIRED FORMS - EXHIBIT 1a

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION										
TITLE	REFERENCE				TITLE	REFERENCE				
1	The information requested below is for statistical				2	CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE				
Total Number of Employees in California:					If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.					
Total Number of Employees (including owners):										
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:										
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ
	Male	Female	Male	Female						
Black/African American			%	%						
Hispanic/Latino			%	%						
Asian or Pacific Islander			%	%						
American Indian			%	%						
Filipino			%	%						
White			%	%						

**REQUIRED FORMS – EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: _____

List only three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. If more than three (3) references are provided, only the first three (3) listed will be contacted. All dates must be in **MM/DD/YYYY** format.

1. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. All dates must be in **MM/DD/YYYY** format. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Name/title	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract Start: / /	End: / /	Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Name/Title	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS - EXHIBIT 5
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 proposals 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-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 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.

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

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and

- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 7 REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

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.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
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.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN-START PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN-START participants as potential employment candidates, Contractor will email: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov.

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

Proposer must complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN-START participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN-START participants for any future employment openings if the GAIN-START participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN-START participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

**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 given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ 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 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:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 11

PRICING SHEET – YOUTH MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services for Barry J. Nidorf of the County of Los Angeles Probation Department as listed below and identified in Appendix A, Statement of Work, set forth in this RFP.

Said work will be done for the period prescribed and in the manner set forth in said Statement of Work, and compensation therefore must be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Barry J. Nidorf, County of Los Angeles - Probation Department in accordance with Appendix A, Statement of Work, set forth in this RFP.

I PROPOSE THE FOLLOWING RATES:

MEALS PER DAY	COST PER MEAL NET OF SALES TAX	SALES TAX	COST PER MEAL WITH SALES TAX
50-99			
100-199			
200-299			
300-399			
400-499			
500-599			
600-699			
700-799			
800-899			
900-999			
1000-1099			
1100-1199			
1200-1299			
1300-1399			
1400-1499			
1500-Over			

Print Name of Authorized Signer

Title

Signature

Date

REQUIRED FORMS - EXHIBIT 11a

PRICING SHEET - ADULT MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services for Barry J. Nidorf of the County of Los Angeles Probation Department as listed below and identified in Appendix A, Statement of Work, set forth in this RFP.

Said work will be done for the period prescribed and in the manner set forth in said Statement of Work, and compensation therefore must be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Barry J. Nidorf County of Los Angeles - Probation Department in accordance with Appendix A, Statement of Work, set forth in this RFP.

MEALS PER DAY	COST PER MEAL NET OF SALES TAX	SALES TAX	COST PER MEAL WITH SALES TAX
1-50			
51-100			
100-199			
200-299			
300-399			
400-499			
500-599			
600-699			
700-799			
800-899			
900-999			
1000-Over			

Print Name of Authorized Signer

Title

Signature

Date

**REQUIRED FORMS – EXHIBIT 11b
PRICING SHEET – DOUBLE PORTIONS**

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.

MEALS PER DAY	DOUBLE PORTIONS
500-599	
600-699	
700-799	
800-899	
900-999	
1000-1099	
1100-1199	
1200-1299	
1300-1399	
1400-1499	
1500-Over	

****Contract rates may be increased upon mutual agreement between County and Contractor**

Print Name of Authorized Signer

Title

Signature

Date

**REQUIRED FORMS – EXHIBIT 11d
PRICING SHEET - CONDIMENTS**

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.

Condiments	Cost Per Case

Print Name of Authorized Signer

Title

Signature

Date

If substitutions need to be made on unavailable items, Contractor will get authorization from the County to charge at cost + 15% service fees for items. Additional condiments may be added upon mutual agreement on cost between County and Contractor.

In the event of an emergency or other event outside of the control of the Contractor, any additional expenses incurred to provide services, upon review and approval by the County, will be paid by the County.

REQUIRED FORMS - EXHIBIT 12

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND 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
_____	_____
_____	_____
_____	_____

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 or the proceeds thereof. If not applicable, state "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 will reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS – EXHIBIT 13
SAMPLE BUDGET SHEET FOR FOOD SERVICES AT BARRY J. NIDORF

Facility: _____

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	x	Monthly Hours	=	Monthly Salary
Employee Classification	_____ %	\$ _____	x	_____	=	\$ _____
Employee Classification	_____ %	\$ _____	x	_____	=	\$ _____
Employee Classification	_____ %	\$ _____	x	_____	=	\$ _____
Employee Classification	_____ %	\$ _____	x	_____	=	\$ _____
Employee Classification	_____ %	\$ _____	x	_____	=	\$ _____
Total Monthly Salaries and Wages						\$ _____

*FTE = Full-Time Equivalent Positions (Monthly Hours divided by 173)

Employee Benefits	No. of Employees	x	Monthly Cost
Medical Insurance	_____	x	\$ _____
Dental Insurance	_____	x	\$ _____
Life Insurance	_____	x	\$ _____
Disability	_____	x	\$ _____
Retirement	_____	x	\$ _____
Other (Specify)	_____	x	\$ _____
Total Monthly Benefits			\$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	
FICA (Medicare & Social Security Taxes – 7.65% of Salary Costs)	\$ _____
State Unemployment Insurance (SUI)	\$ _____
Workers' Compensation	\$ _____
Other (Specify)	\$ _____
Total Monthly Payroll Taxes	
\$ _____	

Insurance**	\$ _____
**(List Type/Coverage. See Sample Contract, Paragraph 8.25, Insurance Coverage Requirements)	
Facility Maintenance	\$ _____
Space Rent/Lease	\$ _____
Equipment Lease/Maintenance	\$ _____
Program Supplies	\$ _____
Staff Development	\$ _____
Mileage/Parking Fees	\$ _____
Telephone/Utilities	\$ _____
Other (Specify)	\$ _____
Total Monthly Ins./Operating Costs	
\$ _____	

TOTAL MONTHLY DIRECT COSTS **\$ _____**

ADMINISTRATIVE/INDIRECT COST (List all appropriate)

(The County will pay up to 15% of actual costs; these costs will not be in addition to, but part of the maximum Contract amount.)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____
TOTAL MONTHLY INDIRECT COSTS	
\$ _____	

TOTAL MONTHLY DIRECT AND INDIRECT COSTS **\$ _____**

TOTAL ANNUAL COST **\$ _____**

REQUIRED FORMS – EXHIBIT 13a BUDGET NARRATIVE

Proposers are required to complete a budget narrative for each separate line item in their budget.

All figures and compilations must be clearly explained.

REQUIRED FORMS - EXHIBIT 14
EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Annual Deductible

Employee \$ _____ Family \$ _____

Coverage (✓)

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

Dental Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____



**REQUIRED FORMS – EXHIBIT 15
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**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 following two boxes:

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/PAYROLL 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 this 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 Law/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 Law/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 or 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 a public entity within 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	Print Name and Title
Print Name of Firm	Date



REQUIRED FORMS – EXHIBIT 16

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

**LABOR/PAYROLL/DEBARMENT HISTORY
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

If applicable, Firm must complete and submit a separate form (make photocopies of form) for each instance of any of the following (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:		Print Name of Owner:	
Print Address of Firm:		Owner's/Agent's Authorized Signature:	
City, State, Zip Code:		Print Name and Title:	
Public Entity Name:		Date of Incident:	
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:	
Name and Address of Claimant:	Name:		
	Street Address:		
	City, State, Zip:		
Description of Work: (e.g., janitor)			
Description of Allegation and/or Violation:			
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)			

Additional Pages are attached for a total of _____ pages.



REQUIRED FORMS – EXHIBIT 17

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County’s solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers’ Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:			
a. Company Address:			
b. City:		State:	Zip Code:
c.			
d. Telephone Number:	Facsimile Number:		Email Address:
e.			
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount			<input type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business’ Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORMS EXHIBIT 19

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Please Print Name and Title of Signer

REQUIRED FORMS - EXHIBIT 20

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded Contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 21

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 22

INTENTIONALLY OMITTED

REQUIRED FORMS - EXHIBIT 23

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 24
CONTRIBUTION AND AGENT DECLARATION FORM

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

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

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

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

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

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

REQUIRED FORMS – EXHIBIT 24
CONTRIBUTION AND AGENT DECLARATION FORM

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

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

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

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

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

REQUIRED FORMS – EXHIBIT 24
CONTRIBUTION AND AGENT DECLARATION FORM

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

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

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

B. CONTRIBUTIONS

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

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

*Please attach an additional page, if necessary.

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

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

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 24
CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

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

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

COMPANY BIDDERS OR APPLICANTS

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

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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

Signature

Date

REQUIRED FORMS – EXHIBIT 24
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

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

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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

Signature

Date

APPENDICES E-O

APPENDICES E-O
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**REQUEST FOR PROPOSALS (RFP) TRANSMITTAL
TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

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

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

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

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

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

Request submitted by:

Name: _____	Title: _____
-------------	--------------

<i>For County use only</i>
Date SRR Request: _____
Received by County: _____
Solicitation Released: _____

Reviewed by: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

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. (Ord. 2002-0015 § 1 (part), 2002)

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 purchase 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2024)

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.

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 whose wages 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 Certificate.

Note: You are encouraged to notify all employees whose wages for 2024 are less than \$66,819 that they 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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 3, 2025.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

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 Pub. 596, Earned Income Credit (EIC), or the Instructions for Form 1040.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2024 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2024 and owes no tax but is eligible for a credit of \$800, they must file a 2024 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2024)
Cat. No. 205991

SAFELY SURRENDER BABY PROGRAM

**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



SAFELY SURRENDER BABY PROGRAM

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names



SAFELY SURRENDER BABY PROGRAM



FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

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 a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: 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- or part-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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 5

- 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 Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

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. [16](#) 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.)

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 rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 3 of 5

wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.
- 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 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: 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.

(Ord. 2015-0061 § 4, 2015: 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.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44
January 1, 2026	\$20.06
January 1, 2027	CPI-W

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

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- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances

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warrant, the county may impose a longer period of debarment up to and including permanent debarment.

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the

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extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

- (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
 - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- (Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

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- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

DEDUCTION CATEGORIES	RANGE OF DEDUCTION (Deduction is taken from Proposer's Final Evaluation Score)
MAJOR County determination, based on the Assessment Criteria, that proposer has a record of very serious violations.*	6 - 10% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Assessment Criteria, that proposer has a record of relatively minor violations.*	1 - 5%
NONE County determination, based on the Assessment Criteria, that proposer does not have a record of violations.*	0

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the proposal due date.

The assessment and determination of whether a violation is "Major", "Minor", or Non-existent ("None"), and the assignment of a percentage deduction will include, but not be limited to, consideration of the following criteria and variables:

- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** [County Code Title 2, Chapter 2.202.030](#) sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)