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January 17, 2013

**ADDENDUM NUMBER ONE
REQUEST FOR PROPOSALS
FOR
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)
TERMINAL OPERATOR SERVICES
RFP CMD #12-07**

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

This is an Addendum to the Request for Proposals (RFP) for the Statewide Fingerprint Imaging System (SFIS) Terminal Operator Services which was released on December 18, 2012. This Addendum consists of an update to the RFP timetable and answers to question received from potential proposers.

The Addendum is posted on the L.A. County Bid website:

http://lacounty.info/doing_business/main_db.htm

and the Department of Public Social Services website:

<https://dpss.lacounty.gov/dpss/contracts/default.cfm>

REMINDER: Proposals are due by February 5, 2013 (12:00 p.m. - Pacific Time).

Sincerely,

Alfred Becerra, Director
Contract Management Division-Section III

AB:MP:tn

Attachment

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Part One

2.3 RFP TIMETABLE

Page 28, Section 2.3 "RFP Timetable", the date for "Submission of Application for Exemption to Living Wage Program" has been revised from **Thursday, January 3, 2013 to Thursday, January 31, 2013.**

**ADDENDUM NUMBER ONE
REQUEST FOR PROPOSALS
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Part Two

QUESTIONS AND ANSWERS FROM POTENTIAL PROPOSERS

The following questions were emailed prior to the written question due date of January 3, 2013. Prospective Proposers are encouraged to review the Questions and Answers and to use this information when preparing their proposal for submission.

1. Q: Are the operators capturing just flat fingerprint images or are they rolling a complete set of fingerprints for each applicant?

A: The operators will only need to capture flat fingerprint images of Index fingers.

2. Q: What livescan manufacturer provides the livescan equipment and what is the model of the fingerprint scanners?

A: The fingerprint scanners are model "Touchview II TV-555" provided by Identix.

3. Q: Who is the current terminal operator vendor?

A: REAL TIME STAFFING SERVICES, INC.; DBA SELECT STAFFING.

4. Q: Are the terminal operators required to be licensed fingerprint rollers by the State of California?

A: No, the terminal operators are not required to be licensed fingerprint rollers by the State of California.

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Part Three

QUESTIONS AND ANSWERS FROM POTENTIAL PROPOSERS

The following question was posed during the Mandatory Proposers' Conference on January 8, 2013. The following question is paraphrased from the proposer.

1. Q: RFP sub-section 1.32.1 states that the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on County's project. Is there any exception to this provision? Specifically, could contractors request exemption for their employees who are not working on County's projects?

A: The Jury Service Program (RFP Section 1.32 & Appendix A, Sample Contract, section 8.8) is standard language in all County contracts and not subject to negotiation. However, there are several exceptions that may apply to the proposers that could provide exemption from the Jury Service provision. The details for the exemptions can be found in RFP sub-section 1.32.2 and Appendix D – Required Form, Exhibit 10.

**DEPARTMENT
OF
PUBLIC SOCIAL SERVICES**



**REQUEST FOR PROPOSALS
FOR
STATEWIDE FINGERPRINT IMAGING SYSTEM
TERMINAL OPERATOR SERVICES**

RFP CMD #12-07

**Prepared By
County of Los Angeles
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746**

December 2012

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION	6
1.1 Purpose	6
1.2 Overview of Solicitation Document	7
1.3 Terms and Definitions	8
1.4 Minimum Mandatory Requirements	8
1.5 County Rights & Responsibilities	9
1.6 Contract Term	9
1.7 Contract Rates	9
1.8 Days of Operation	9
1.9 Contact with County Personnel.....	10
1.10 Final Contract Award by the Board of Supervisors	10
1.11 Mandatory Requirement to Register on County's WebVen.....	10
1.12 County Option to Reject Proposals	11
1.13 Protest Policy Review Process	11
1.14 Notice to Proposers Regarding the Public Records Act.....	12
1.15 Indemnification and Insurance	12
1.16 SPARTA Program.....	12
1.17 Injury & Illness Prevention Program (IIPP).....	13
1.18 Background and Security Investigations	13
1.19 Confidentiality and Independent Contractor Status	13
1.20 Conflict of Interest.....	13
1.21 Determination of Proposer Responsibility	13
1.22 Proposer Debarment.....	14
1.23 Proposer's Adherence to County's Child Support Compliance Program .	16
1.24 Gratuities	17
1.25 Notice to Proposers Regarding the County Lobbyist Ordinance.....	17
1.26 Federal Earned Income Credit.....	18
1.27 Consideration of GAIN/GROW Participants for Employment.....	18

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.28 County's Quality Assurance Plan.....	18
1.29 Recycled Bond Paper	19
1.30 Safely Surrendered Baby Law	19
1.31 County Policy on Doing Business with Small Business	19
1.32 Jury Service Program	19
1.33 Local Small Business Enterprise Preference Program	21
1.34 Local Small Business Enterprise Prompt Payment Program	22
1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company	22
1.36 Transitional Job Opportunities Preference Program	22
1.37 Living Wage Program	23
1.38 Proposer's Charitable Contributions Compliance	26
1.39 Defaulted Property Tax Reduction Program	27
2.0 PROPOSAL SUBMISSION REQUIREMENTS	27
2.1 County Responsibility	27
2.2 Truth and Accuracy of Representations.....	28
2.3 RFP Timetable.....	28
2.4 Solicitation Requirements Review	28
2.5 Proposers' Questions.....	29
2.6 Submission of Application for Exemption to Living Wage Program	29
2.7 Proposers Conference	30
2.8 Preparation of the Proposal	30
2.9 Business Proposal Format.....	31
2.10 Cost Proposal Format.....	43
2.11 Preparation of Cost Proposal.....	44
2.12 Proposal Submission	44

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
3.0 SELECTION PROCESS AND EVALUATION CRITERIA.....	45
3.1 Selection Process	45
3.2 Adherence to Minimum Requirements (Pass/Fail).....	46
3.3 Disqualification Review	46
3.4 Business Proposal Evaluation and Criteria	47
3.5 Cost Proposal Evaluation Criteria	49
3.6 Labor Law/Payroll Violations.....	50
3.7 Department's Proposed Contractor Selection Review	50
3.8 County Review Panel Process.....	52
 APPENDICES	
APPENDIX A: SAMPLE CONTRACT.....	53
APPENDIX B: STATEMENT OF WORK (SOW)	115
APPENDIX C: SOW EXHIBITS	129
APPENDIX D: REQUIRED FORMS	171
APPENDIX E: TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW	197
APPENDIX F: TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW.....	198
APPENDIX G1: NOTICE OF INTENT TO REQUEST A PROPOSED CONTRACTOR SELECTION REVIEW	199
APPENDIX G2: TRANSMITTAL FORM TO REQUEST A PROPOSED CONTRACTOR SELECTION REVIEW	200
APPENDIX H: TRANSMITTAL TO REQUEST A COUNTY REVIEW PANEL....	201
APPENDIX I: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS	202
APPENDIX J: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY	203
APPENDIX K: DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT	204
APPENDIX L: INTERNAL REVENUE SERVICE 1015	209

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

APPENDIX M	GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS	210
APPENDIX N:	BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION	211
APPENDIX O:	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	212

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

1.0 INTRODUCTION

1.1 PURPOSE

The Los Angeles County Department of Public Social Services (DPSS) is seeking qualified vendors who are interested in operating the Los Angeles County's Statewide Fingerprint Imaging System (SFIS) terminals and providing other clerical services, as needed, when not operating the SFIS system.

The County requires clerical services to obtain, input, and transmit appropriate information using the SFIS computer terminals. Under the current contract there are 44 long-term clerical operators and sufficient backup clerical operators who operate 44 SFIS workstations located in 31 DPSS district offices and one clerk in the Men's Central Jail. The clerks assist with other clerical duties when not covering the terminals.

The clerks are responsible for fingerprint imaging approximately 18,098 General Relief (GR) applicants and 12,908 California Work Opportunity and Responsibility to Kids (CalWORKs) applicants each month. An estimated 269,390 GR participants and approximately 156,450 CalWORKs participants have been served from January 2011 through December 2011. The number of terminals, and thus the need for operators, may increase or decrease during the term of the contract. All numbers are projections and not intended to guarantee minimum or maximum needs.

In October 1990, DPSS contracted with a private vendor to develop the Automated Fingerprint Image Reporting and Match (AFIRM) system to provide DPSS with a tool for eliminating multiple aid fraud and ensure that assistance is paid only to eligible persons. The AFIRM system was implemented in June 1991 to fingerprint applicants and recipients of the County's GR Program for indigent adults not eligible for assistance under state and federal categorical aid programs.

In March 1993, DPSS received federal approval to expand AFIRM to the Aid to Families with Dependent Children (AFDC) Program, now known as California Work Opportunity and Responsibility to Kids (CalWORKs) Program. CalWORKs is a federally mandated public assistance program to provide financial assistance to eligible families with dependent children.

In May 1995, DPSS received federal approval to expand AFIRM to the Food Stamp Program (now referred to as the CalFresh Program), which is a federal program designed to allow low-income households to obtain a more nutritious diet. State approval and subsequent fingerprint imaging of Food Stamp applicants and recipients commenced in June 1996 and ended January 1, 2012.

In November 2000, AFIRM was replaced by the Statewide Fingerprint

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Imaging System (SFIS). The current contract for SFIS terminal contract operators expires **September 30, 2013**.

1.2 OVERVIEW OF THE SOLICITATION DOCUMENT

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding the requirements of the contract and the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers in how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be selected and evaluated.
- **APPENDICES:**
 - **A SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.
 - **B STATEMENT OF WORK (SOW):** Explains in detail the required services to be performed by the Contract.
 - **C STATEMENT OF WORK (SOW) Exhibits:** Exhibits that are incorporated into the Contract.
 - **D REQUIRED FORMS:** Forms that must be completed and included in the proposal.
 - **E TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW:** Form sent to DPSS requesting a Solicitation Requirements review.
 - **F TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW:** Form sent to DPSS requesting a Disqualification review.
 - **G TRANSMITTAL FORM TO REQUEST A PROPOSED CONTRACTOR SELECTION REVIEW:** Form sent to DPSS requesting a Proposed Contractor Selection review.
 - **H TRANSMITTAL TO REQUEST A COUNTY REVIEW PANEL:** Form sent to Department requesting a County Review Panel.
 - **I COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **J LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

contract with the County for a specific length of time.

- **K ADMINISTRATION DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**
- **L IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **M GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS:** Guidelines that will be used to determine whether the County will deduct evaluation points for labor/law payroll violations.
- **N BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262- the Nonprofit Integrity Act of 2004 and identify available resources.
- **O DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code

1.3 TERMS AND DEFINITIONS

Throughout this RFP, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Section 2.0 Definitions.

1.4 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this RFP are invited to submit proposal(s), provided they meet the following requirements:

- 1.4.1** Attend the Mandatory Proposers' Conference, as specified in this RFP, Subsection 2.7.
- 1.4.2** Have (or will have by **October 1 , 2013**, the anticipated contract effective date) a minimum of three (3) years out of the last five (5) years of experience in the performance of services the same as, or substantially similar to, the services required in this RFP.
- 1.4.3** Compliance with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.
- 1.4.4** Proposer must have, or will have by the time of the contract effective date, a **business** office located in Los Angeles County.

Failure to meet these Minimum Mandatory Requirements may result in a

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

rejection of a proposal as explained in County Option to Reject Proposals, Subsection 1.12, hereunder.

Proposals are due and must be received in the DPSS office specified in RFP's Proposal Submission, Section 2.12, hereunder, no later than **12:00 p.m., Tuesday, February 5, 2013**, Pacific Standard Time. Late proposals will not be accepted. It is the sole responsibility of the Proposer to see that its proposal is properly received by DPSS before the submission deadline. The Proposer shall bear all risks associated with private delivery services or with delays in the U.S. Postal Service. Submitted proposals that are not received timely or have insufficient postage will not be considered and will be returned to the Proposer unopened.

1.5 COUNTY RIGHTS & RESPONSIBILITIES

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 shall 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 not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 CONTRACT TERM

The term of this Contract shall be for three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this contract. The County shall have the sole option to extend this Contract term on a month-to-month basis for up to six months, for a maximum total Contract term of three years and six months. Each such option and extension shall be exercised at the sole discretion of the DPSS Director or his/her designee as authorized by the Board of Supervisors.

1.7 CONTRACT RATES

The Contractor's rates shall remain firm and fixed for the term of the contract. The County may, consistent with any County or State budget reductions should they occur, re-negotiate the Contract rates.

1.8 DAYS OF OPERATION

The Contractor shall be required to be available to provide fingerprint imaging terminal operating services between 7:00 a.m. to 6:00 p.m.,

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

Monday through Friday. If DPSS' regular office hours are extended through Saturday, the Contractor will be required to provide a Terminal Operator at the regular rate. The Contractor's Contract Manager and Office Managers, at a minimum, shall be available during the County's regular business hours of Monday through Friday, 7:00 a.m. to 6:00 p.m., to respond to County inquiries. County may require clerical terminal operator services be provided during flexible or non-traditional work hours. The Contractor is not required to provide services on County-recognized holidays. The County Contract Administrator will provide a list of County holidays to the Contractor at the time the contract is awarded and at the beginning of each calendar year.

1.9 CONTACT WITH COUNTY PERSONNEL

Any contact regarding this RFP or any matter related thereto must be in writing and may be mailed, emailed or faxed as follows:

**Department of Public Social Services
Thanh Nguyen, County Contract Administrator
Contract Management Division, Section III
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
Email: thanhnguyen@dpss.lacounty.gov
Fax # (562) 908-0590**

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

1.10 FINAL CONTRACT AWARD BY THE BOARD OF SUPERVISORS

Notwithstanding a recommendation of a county 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 Contract, 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.

1.11 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to the contract award, all potential Contractors must register on the County's WebVen. The 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 County's home page at: <http://doingbusiness.lacounty.gov>

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

1.12 COUNTY OPTION TO REJECT PROPOSALS

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall 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.

1.13 PROTEST POLICY REVIEW PROCESS

1.13.1 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 1.13.3 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 Sections 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.

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

1.13.3 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 are limited to the following:

- Review of Solicitation Requirements (Reference Subsection 2.4 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference Subsection 3.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Subsection 3.7 in the Selection Process and Evaluation Criteria Section)

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

1.14 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

- 1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, DPSS completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, DPSS recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in the Appendix A, Sample Contract, Indemnification, Subsection 8.22. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix A, Sample Contract, General Insurance Requirements, Subsection 8.23 and Insurance Coverage Requirement, Subsection 8.24.

1.16 SPARTA PROGRAM

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams.

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

1.17 INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA regulations Section 3203 of Title 8 in the California Code of Regulations which 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.

1.18 BACKGROUND AND SECURITY INVESTIGATIONS

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

Disqualification of any Contractor personnel due to a background check shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this contract.

1.19 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Subsection 7.5 Appendix A, and the Independent Contractor status provision contained in Subsection 8.21 Appendix A, Sample Contract.

1.20 CONFLICT OF INTEREST

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, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that it is aware of and has read Section 2.180.010 of the Los Angeles County Code, as stated in Certification of No Conflict of Interest, in Appendix D, Required Forms, Exhibit 5.

1.21 DETERMINATION OF PROPOSER RESPONSIBILITY

1.21.1 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.

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

- 1.21.2 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, shall not be the basis of a determination that the Proposer is not responsible.
- 1.21.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, 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 non-profit 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.
- 1.21.4 If there is evidence that the highest ranked Proposer may not be responsible, County will notify Proposer of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that Proposer be found not responsible. County will provide Proposer and/or its representative with an opportunity to present evidence as to why Proposer should be found to be responsible and to rebut evidence that is the basis for County's recommendation.
- 1.21.5 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 of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors/sub consultants of Proposers on County contracts.

1.22 PROPOSER DEBARMENT

- 1.22.1 The Proposer is hereby notified that, in accordance with Chapter

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

2.202 of County Code, refer to Appendix K, Title 2 Administration-Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance, County may debar Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, not to exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances. County may terminate any or all of the Proposer's existing contracts with the County, if the Board finds, in its discretion, that Proposer has done any of the following: 1) violated a term of the 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.

- 1.22.2 If there is evidence that the highest ranked Proposer may be subject to debarment, County will notify Proposer of the evidence which is the basis for the proposed debarment, and shall advise Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 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 shall be presented to the Board. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.5 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

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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.

- 1.22.6 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.22.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 1.22.9 Appendix J provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment list for Los Angeles County:
<http://doingbusiness.lacounty.gov/DebarmentList.htm>

1.23 PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: 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

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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).

1.24 GRATUITIES

1.24.1 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 Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect County's consideration of the Proposer's submission. Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

1.24.2 Proposer Notification to County

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

1.24.3 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.

1.25 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise, or contract must

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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 the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 6 as part of their proposal.

1.26 FEDERAL EARNED INCOME CREDIT

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

1.27 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms, Exhibit 9, along with their proposal.

1.28 COUNTY'S QUALITY ASSURANCE PLAN

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the contract will be

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and 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.

1.29 RECYCLED BOND PAPER

Proposer shall be required to comply with the County's policy on recycled paper as specified in Appendix A, Sample Contract, Section 8.0, Subsection 8.38, Recycled Bond Paper.

1.30 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix C Exhibit B-15 of this solicitation document and is also available on the Internet at www.babysafela.org for printing.

1.31 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

1.31.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.31.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Subsection 1.33 of this Section.

1.31.3 The Jury Service and Living Wage Programs provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of these two Programs are provided in Subsection 1.32 - Jury Service Program and Subsection 1.37 Living Wage Program of this Section.

1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix I.

1.32 JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix C, Exhibit B-14, and the pertinent jury service provisions of the Sample Contract, Appendix A, Subsection 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

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

- 1.32.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from 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 Contractor or that Contractor deduct 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 County, or 2) 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 County’s 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.
- 1.32.2 There are two 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 that has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. 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 Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation.” The

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

second exception applies to Contractors that possess a collective bargaining Contract 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 Contract.

- 1.32.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Appendix D - Required Forms, Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining Contract, 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.

1.33 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 1.33.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.33.2 To apply for certification as a Local SBE, businesses may register with Internal Services Department at <http://laosb.org>
- 1.33.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form – Appendix D, Required Forms, Exhibit 7, with their proposal. 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 Local SBE.
- 1.33.4 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

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

- 1.33.5 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.
- 1.33.6 Businesses must complete the Appendix D- Required Form, Exhibit 7, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

1.34 LOCAL SMALL BUSINESS ENTERPRISE PROMPT PAYMENT PROGRAM

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

1.35 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Appendix D, Required Forms, Exhibit 1, Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.36 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 1.36.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity that: 1) is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the IRS Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their bid response to the purchasing or contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

program participants; and 3) provided a profile of their program, a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

- 1.36.2 Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until the applicable department has affirmed their certification. County must verify the vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.36.3 To request the Transitional Job Opportunities Preference, Proposer must complete Appendix D, Required Forms, Exhibit 20, Transitional Job Opportunities Preference Applications, Ordinances & Policies, and Other Forms, and submit it along with all supporting documentation with their proposal.

1.37 LIVING WAGE PROGRAM

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 the Living Wage Program, in Appendix D, Exhibit 15. The Living Wage Program applies to both 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.

- 1.37.1 Evaluation of Proposer's History of Labor Law/Payroll Violations will be completed. In evaluating proposals, the County will review a Proposer'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). To facilitate this process, Proposers must submit with their proposal a completed Acknowledgment and Statement of Compliance form, as set forth in Appendix D, Required Forms, Exhibit 15, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a Contractor's failure to

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

disclose reportable violations (See Appendix P "Guidelines for Assessment of Proposer 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 of Supervisors before a contract is awarded.

- 1.37.2 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, **no less than 10 days prior to submission of the proposal, the Application for Exemption, as set forth in Appendix D - Required Forms Exhibit 18**, and include in its submission all necessary documentation to support the claim such as tax returns or a collective bargaining Contract, 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 any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining Contract exception applies if it is demonstrated to the County that the Contract is bona fide and that the Contract 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 Contract.

- 1.37.3 The Living Wage Program requires Contractors and their subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the Living Wage as \$11.84 per hour without health benefits, and \$9.64 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least \$2.20 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents. Each Proposer must complete the Contractor Living Wage Declaration, as set forth in Appendix D - Required Forms, Exhibit 17, and submit it with the proposal.
- 1.37.4 The Proposer must submit with its proposal a staffing plan using the Model Contractor Staffing Plan, as set forth in Appendix D - Required Forms, Exhibit 19, 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

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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 shall 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.

- 1.37.5 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 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.
- 1.37.6 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, wages paid and amounts paid towards each employee's health benefits.
- 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.
 - 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.
- 1.37.7 The Proposer will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

- 1.37.8 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, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix K.
- 1.37.9 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, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix K .

1.38 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

- 1.38.1 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 (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.38.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Appendix C, Exhibit B-19 -. A completed Exhibit B-19 is a required part of any Contract with the County.
- 1.38.3 In Exhibit 19, prospective Contractors certify either that:
- 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 contract,

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

-OR-

- 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.

1.38.4 Prospective County Contractors that do not complete Exhibit 20 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)

1.39 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective County Contractor 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 the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix A, Subsections 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Appendix D – Required Forms, Exhibit 21. 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-compliance 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.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 COUNTY RESPONSIBILITY

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract, unless such

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

understanding or representation is included in the Contract.

2.2 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFP TIMETABLE

The timetable for this RFP is as follows:

- Release of RFP 12/18/2012
- Request for a Solicitation Requirements Review Due 1/03/2013
(10 business days after release of solicitation document)
- Written Questions Due by **12:00 p.m. (Pacific Time)** 1/03/2013
- Submission of Application for Exemption to Living Wage
Program 1/~~31~~⁰³/2013
- Proposers' Mandatory Conference 1/08/2013
- Questions and Answers Released 1/17/2013
- Proposals due by 12:00 p.m. (Pacific Time) 2/05/2013

2.4 SOLICITATION REQUIREMENTS REVIEW

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

- 1) The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
- 2) The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
- 3) The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- 4) The request for a Solicitation Requirements Review asserts either that:
- a) Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; 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 shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 PROPOSERS' QUESTIONS

Proposers may submit written questions regarding this RFP by mail, fax or email to the individual identified below. All questions must be received by **Thursday, January 3, 2013**. 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. 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 Proposer.

Questions should be addressed to:

**Department of Public Social Services
Thanh Nguyen, County Contract Administrator
Contract Management Division, Section III
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
Fax #: (562) 908-0590
E-mail address: thanhnguyen@dpss.lacounty.gov**

2.6 SUBMISSION OF APPLICATION FOR EXEMPTION TO LIVING WAGE PROGRAM.

If a Proposer believes that it does not fall within the Living Wage

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, by **Thursday, January 3, 2013 by 12:00 p.m.**, the Application for Exemption, as set forth in Appendix D - Required Forms Exhibit 18, including all necessary documentation to support the claim. Proposer will be notified by **Thursday January 17, 2013** of the County's decision.

2.7 PROPOSERS CONFERENCE

A Mandatory Proposers Conference will be held to discuss the RFP and Living Wage Ordinance Requirements. County staff will respond to questions from potential Proposers. All potential Proposers **must** attend this conference or their proposals will be rejected (disqualified) without review and eliminated from further consideration. Each potential Proposer must send at least one representative from their agency to the Proposer's Conference. The conference is scheduled as follows:

**Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, CA 91744
Conference Room 163
Tuesday, January 8, 2013, 10:00 a.m.**

2.8 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 without review at the County's sole discretion.

In preparing the written proposal, the Proposer should ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP.

The objective of the proposal submission is for DPSS to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner.

Only information that is contained in the written proposal will be evaluated. Proposals must adhere to the specified page limits. The County may, in its sole discretion, disregard any pages over the limits.

The one original proposal must be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 4," "Copy 2 of 4," etc., as appropriate. The Proposal is written in English and all numerical data furnished are in foot, pound, and second system of units of

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

measurement. Additionally, separate CDs containing files in Adobe Acrobat 9.0 Professional format, shall be labeled and submitted for each Proposal as follows:

- Business Proposal (may be submitted on as many CDs to accommodate a complete Business Proposal)
- Cost Proposal
- Financial Statement
- Documents/pages identified as trade secrets, proprietary and/or confidential, if none, so state.

Proposers shall observe the requirements set forth in this Section 2.12, Proposal Submission, in the preparation of their proposal and shall agree to provide the County with any additional information necessary for an accurate determination of the prospective Contractor(s') qualifications to perform the required services.

The response to this RFP must be made according to the specifications for content and sequence set forth in Sections 2.9, 2.10, 2.11, and 2.12, herein. Failure to adhere to these specifications may be cause for rejection of the proposal. No correction or re-submission shall be accepted after the proposal deadline. The County reserves the right to waive any informality in a submitted proposal. Everything constituting the Proposal and all documents submitted by the successful firm in connection with the Contract shall be written in the English language, and all numerical data furnished herein shall use the foot, pound, and second system of units of measurement.

2.9 BUSINESS PROPOSAL FORMAT

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

- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan (Section D)
- Terms and Conditions in Appendix A, Sample Contract, Requirements of the Appendix B, Statement of Work and Appendix C, SOW Exhibits, Acceptance of/or Exceptions to (Section E)

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- Business Proposal Required Forms (Section F)
- Living Wage Ordinance Compliance (Section G)

Note: In the event Proposals are submitted with incomplete forms or documents are missing information, the County may contact the Proposer to obtain missing or incomplete information. Please be aware that the County will not contact the Proposer to obtain missing or incomplete information unless the minimum qualifications set forth in Section 1.4 (Minimum Mandatory Qualifications) are met.

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

The Proposer shall complete, sign, and date the Proposer's Organization Questionnaire/Affidavit, as set forth in Appendix D-Required Forms, Exhibit 1. **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, Proposer shall 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, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

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.

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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.

2.9.2 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 reference numbers.

2.9.3 Executive Summary (Section A) Limit to Two Pages

Condense and highlight the contents of the Proposer's Business Proposal to provide the Los Angeles County Department of Public Social Services with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

2.9.4 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:

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

Provide a summary, not to exceed five (5) pages, of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in Subsection 1.4 of this RFP and has the capability to perform the required services as a corporation or other entity.

Failure to meet these Minimum Mandatory Requirements may result in a rejection of a proposal as explained in County Option to Reject Proposals, Subsection 1.12.

Proposer will be evaluated on the verification of references provided in Paragraph 2.9.4 B, Proposer's References, of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to determine the significance of any litigation of judgments pending against the Proposer as provided in Paragraph 2.9.4 C, Proposer's Pending Litigation and Judgments, of the proposal.

B. Proposer's References (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 Appendix D-Required Forms, Exhibits 2 and 3. **County may disqualify a Proposer if:**

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

The Proposer must complete and include the following Required Forms:

- 1) Prospective Contractor References, Exhibit 2
Proposer must provide five (5) references where the same or similar scope of services was provided.
- 2) Prospective Contractor List of Contracts, Exhibit 3
The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
- 3) Prospective Contractor List of Terminated Contracts, Exhibit 4
Listing must include contracts terminated within the past three (3) years with a reason for termination.

C. Proposer's Pending Litigation and Judgments (Section B.3)

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against 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.

**2.9.5 Proposer's Approach to Provide Required Services
(Section C) Limit to Ten Pages**

Present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the Appendix B, Statement of Work.

2.9.5.1 Approach to the Statement of Work (Section C.1)

The Proposer shall describe its proposed plan for the provision of ongoing terminal operator services to fill long-term assignments, including a start-up plan, plans for recruitment, selection, maintaining an acceptable turnover rate, and management (except for daily on-site supervision, which will be provided by County) of staff at all work locations.

2.9.5.2 Bilingual Staff (Section C.2)

The Proposer shall describe its plan to provide bilingual, culturally sensitive staff. Current bilingual-speaking staffing levels for each SFIS office are referenced in this RFP. (Reference Appendix C, SOW Exhibits, Exhibit B-6, SFIS Work Locations.)

2.9.5.3 Pool of Qualified Back-up Staff (Section C.3)

The Proposer shall provide a detailed plan for ensuring that a pool of qualified trained backup staff is available to replace terminal operators due to absences. The Proposer shall provide replacements at the levels and numbers required. The Proposer shall have the ability to maintain a pool of backup staff in the event that assigned personnel does not meet the County's level of expectation to perform assigned duties due to illness or other absences.

2.9.5.4 Confidentiality (Section C.4)

The Proposer shall describe its plan for maintaining the confidentiality of welfare case record information that

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

may be revealed during the course of providing the required services.

2.9.5.5 Work Stoppage (Section C.5)

The Proposer shall describe its plan for providing qualified trained personnel in the event the Proposer incurs a work stoppage.

2.9.5.6 Customer Service (Section C.6)

The Proposer shall describe its plan for addressing customer concerns and complaints regarding its provision of services and the performance of its employees.

2.9.6 Proposer's Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan, not to exceed three (3) pages, to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in the Appendix B, Statement of Work, Section 3.0 and Appendix C, SOW Exhibits, Exhibit B-2, Performance Requirements Summary Chart.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title and level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

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

- A. It is the duty of every Proposer to thoroughly review the Appendix A, Sample Contract, Appendix B,**

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

Statement of Work and Appendix C, SOW Exhibits, 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 Appendix A, Sample Contract and the County's requirements in the Appendix B, Statement of Work and Appendix C, SOW Exhibits. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements, as instructed in B and C below.

B. 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 A, Sample Contract;
- 2) A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix B, Statement of Work and Appendix C, SOW Exhibits; and
- 3) For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the Appendix A, Sample Contract, Appendix B, Statement of Work and/or Appendix C, SOW Exhibits 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 discretion, from later making such exceptions.

The County reserves the right to deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

The County reserves the right to make changes to the Sample Contract and its appendices and attachments at its sole

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

discretion.

2.9.8 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

Exhibit 1	Proposer's Organization Questionnaire/Affidavit
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 Local SBE Preference Program Consideration and CBE Firm/Organization Information (Two forms are available for Exhibit 7)
Exhibit 8	Proposer's EEO Certification
Exhibit 9	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit 10	Contractor Employee Jury Service Program – Certification Form and Application for Exception

Cost Forms

Exhibit 11	Three Year Cost Proposal
Exhibit 12	Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
Exhibit 13	Sample Budget Sheet for SFIS Terminal Operator Services
Exhibit 14	Employee Benefits

Living Wage Forms

Exhibit 15	Acknowledgement and Statement of Compliance
Exhibit 16	Labor Payroll/Debarment History
Exhibit 17	Contractor Living Wage Declaration
Exhibit 18	Application for Exemption
Exhibit 19	Model Contractor Staffing Plan

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Exhibit 20 Transitional Job Opportunities Preference
 Application

Exhibit 21 Certification of Compliance with the County's
 Defaulted Property Tax Reduction Program

2.9.9 Living Wage Compliance (Section G)

The Living Wage Program requires that Proposers 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 included in Appendix D, Required Forms, should be completed, signed, and included in the Business Proposal.

A. Financial Capability

Provide copies of the company's most current and prior two (2) fiscal years (for example 2011 and 2010) 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.

B. Proposer's Staffing Plan

Proposer must submit a staffing plan that is comprised of full-time employees, unless the Proposer can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Proposer must submit written justification for the use of part-time staff. A sample for the staffing plan is shown in Appendix D, Required Forms, Exhibit 19, Model Contractor Staffing Plan.

C. Proposer's Acknowledgement and Statement of Compliance

The Acknowledgement and Statement of Compliance,

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Appendix, D, Exhibit 15 is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes.

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

D. Contractor Living Wage Declaration

The Proposer Living Wage Declaration, Appendix D, Required Forms, Exhibit 17 is a statement that the Proposer will be paying its employees the Living Wage hourly rate. If the Contractor has received notice from the County that they are exempt from the Living Wage Program, this form should not be included.

E. Submit a copy of the health plan benefits provided for the employees. Indicate the dollar value of the health plan on an hourly basis.

F. Proposer's Approach to Labor-Payroll Record Keeping and regulatory Compliance - Limit to Five (5) Pages

Proposer is required to comply with State and federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope, and suitability of the procedures 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 Proposer submit a detailed description of the processes, and the steps associated with those processes.

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

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

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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 Sub-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

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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 of 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

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 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 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 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?

2.9.10 Green Initiative

Proposer shall use reasonable efforts to initiate green practices for environmental and energy conservation benefits.

2.10 COST PROPOSAL FORMAT AND INSTRUCTIONS

The Cost Proposal (Appendix D, Exhibit 11) is a Microsoft Excel worksheet that must be downloaded and electronically completed by the Proposer. The electronic Cost Proposal can be found at the following website:

http://dpss.lacounty.gov/dpss/contracts/docs/rfps/SFIS_Budget_Sheet_121212.xls

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

- Provide a Cover Page which includes the Proposer's Name, Solicitation name (Statewide Fingerprint Imaging System), and submission date.
- Download, Complete, and print the electronic Three Year Cost Proposal - Appendix D, Exhibit 11.
- Complete the "Certification of Independent Price Determination & Acknowledgement of RFP Restrictions" – Appendix D, Exhibit 12.
- Complete the "Sample Budget Sheet for SFIS Terminal Operator Services." – Appendix D, Exhibit 13 and enter the resulting "Total Proposed Hourly Cost" rate in Appendix D, Exhibit 11.

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

Proposer shall ensure that Appendix D, Exhibit 11, 12, 13 and 14 are properly completed. It is incumbent upon the Proposer to communicate questions about the completion of Cost Proposal and/or Exhibits in writing by **Thursday, January 3, 2013** to DPSS or questions may be asked at the Proposer's Conference prior to submitting them as part of the Cost Proposal and Business Proposal.

2.11 PREPARATION OF COST PROPOSAL (Appendix D, Exhibit 11)

The areas of the Cost Proposal are delineated by row and column designations.

The Proposer shall enter the hourly rate charged per full time equivalent (FTE) in Column E (Regular Hourly Rate). The entry of the "Regular Hourly Rate" will auto populate the following areas of the cost proposal:

- Column F (Regular Annual Total)
- Column G (Overtime Hourly Rate)
- Column I (Overtime Annual Total)
- Column J (Annual Grand Total)

2.12 PROPOSAL SUBMISSION

All proposals must be typewritten using Arial print, font size 12 on 8 1/2" x 11" white papers, doubled-sided, and submitted in a three (3) ringed binder. No erasures permitted. Mistakes shall be crossed out and corrections typed, dated and initialed.

The original Business Proposal and four (4) copies shall 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 STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES, RFP CMD #12-07, Original, or Copy X of 4." (copy 1 of 4, copy 2 of 4, etc.)

The original Cost Proposal and four (4) copies 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 STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES, RFP CMD #12-07, Original, or Copy X of 4." (copy 1 of 4, copy 2 of 4, etc.)

The Proposal(s) shall be delivered or mailed to:

**Department of Public Social Services
Thanh Nguyen, County Contract Administrator**

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

**Contract Management Division, Section III
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746**

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall 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 Subsection 2.3, RFP Timetable, will not be accepted and will be 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 shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five **(365) days** following the last day to submit proposals.

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

Proposers are advised that updates will be provided via e-mail. Additionally, all required RFP documents and references will be posted at the DPSS Request or Proposals website at:

<http://dpss.lacounty.gov/dpss/contracts/default.cfm>

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 SELECTION PROCESS

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 proposals on **Tuesday, February 5, 2013, at 12:00 PM.**

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 Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The selected proposal(s), the number of contracts recommended for award, and/or the preliminary contract award amount(s), are subject to change due to the County-wide Solicitation Protest process. The Department's intent to recommend a contract award to a prospective Contractor and enter into negotiations may be withdrawn at the sole discretion of the County.

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 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 County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.2 ADHERENCE TO MINIMUM REQUIREMENTS (PASS/FAIL)

County shall review the Proposer's Organization Questionnaire/Affidavit – Appendix D- Required Forms, Exhibit 1, and determine if the Proposer meets the minimum requirements as outlined in Sub-paragraph 1.4 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.

3.3 DISQUALIFICATION REVIEW

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

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written Transmittal to Request a Disqualification Review, Appendix F, 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

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on assertions.

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

3.4 BUSINESS PROPOSAL EVALUATION AND CRITERIA (55%)

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

3.4.1 Proposer's Qualifications (20 %)

- 1) 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 Paragraph 2.9.4, Section B.1, of the proposal.
- 2) Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 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
- 3) A review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Paragraph 2.9.4, Section B.3 of the proposal.

3.4.2 Proposer's Past Performance and Experience (10%)

- 1) Relevance and suitability of the firm's prior experience and performance in providing similar services related to the similar scope and size of this project.

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

- 2) Evaluation of the firm's references and successful provisions of services to other clients of similar size, to determine overall satisfaction level of customers. In addition to the references provided, a review will include the County's Contract Database reflecting past performance history on County contracts, a review of terminated contracts.
- 3) An evaluation and analysis of the Proposer's financial statements will be complete by the County of Los Angeles' Auditor-Controller, to determine the financial stability and capability of the company to deliver agreed upon services throughout the term of Contract.
 - A. A determination by County of the magnitude of any pending litigation.
 - B. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available overall evaluation points for labor law/payroll violations, with substantially increased deductions for a Contractor's failure to disclose reportable violations (Reference Appendix P, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations").

3.4.3 Proposer's Approach to Providing Required Services (10 %)

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 Paragraph 2.9.5, Section C of the proposal.

3.4.4 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 shall cover the proposed monitoring system of all services listed in Appendix C, SOW Exhibits, Exhibit B-1, Performance Requirements Summary (PRS) based on the information provided in Section D, of the proposal. (See RFP, Paragraph 2.9.6)

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

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

A, the Requirements of the Appendix B, Statement of Work and Appendix C, SOW Exhibits, as stated in Section E, of the proposal.(See RFP, Paragraph 2.9.7). 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.

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

3.4.6 Living Wage Compliance (10%)

A review/evaluation will be made based on the information provided in Paragraph 2.9.10, Section G of the proposal. The review/evaluation will include:

- 1) Financial Capability
- 2) Proposer's Staffing Plan
- 3) Demonstrated Controls over Labor/Payroll Record Keeping
 - a) Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information provided in Paragraph 2.9.10, Section G, of the proposal.
 - b) The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

3.5 COST PROPOSAL EVALUATION CRITERIA (45%)

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 Local SBE Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

Local SBE Preference: Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted

**REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

the Transitional Job Opportunities Preference.

3.6 LABOR LAW/PAYROLL VIOLATIONS

Applying criteria as established in Appendix M of this RFP, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a Proposer's failure to disclose reportable 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 of Supervisors before a contract is awarded.

3.7 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

3.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall 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 shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall 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 Paragraph 3.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 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 Section may submit a written Transmittal to Request a Proposed Contractor Selection Review, Appendix G, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1) The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
- 2) The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- 3) The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a) The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - (i) Failure to correctly apply the standards for reviewing the proposal format requirements.
 - (ii) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as 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
- 4) The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before

REQUEST FOR PROPOSALS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Section 3.8 below).

3.8 COUNTY REVIEW PANEL PROCESS

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written Transmittal to Request a County Review Panel, Appendix H, in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

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

- 1) The person or entity requesting review by a County Review Panel is a Proposer;
- 2) The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
- 3) The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 3.7.2 above. Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

APPENDIX A SAMPLE CONTRACT

DEPARTMENT OF PUBLIC SOCIAL SERVICES



STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND

_____ (contractor name) _____

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
RECITALS	59
1.0 APPLICABLE DOCUMENTS	59
2.0 DEFINITIONS	60
3.0 WORK	63
4.0 TERM OF CONTRACT	64
5.0 CONTRACT SUM	64
6.0 ADMINISTRATION OF CONTRACT- COUNTY	64
6.1 COUNTY’S CONTRACT ADMINISTRATOR	66
6.2 COUNTY’S CONTRACT PROGRAM MONITOR	67
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	67
7.1 CONTRACTOR’S PROGRAM MANAGER.....	67
7.2 APPROVAL OF CONTRACTOR’S STAFF	68
7.3 CONTRACTOR’S STAFF IDENTIFICATION.....	68
7.4 BACKGROUND AND SECURITY INVESTIGATIONS.....	68
7.5 CONFIDENTIALITY	69
8.0 STANDARD TERMS AND CONDITIONS	70
8.1 AMENDMENTS	70
8.2 ASSIGNMENT AND DELEGATION.....	71
8.3 AUTHORIZATION WARRANTY	72
8.4 BUDGET REDUCTIONS	72
8.5 COMPLAINTS	72
8.6 COMPLIANCE WITH APPLICABLE LAW	73
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS	74
8.8 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM	74
8.9 CONFLICT OF INTEREST	76
8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	76

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	77
8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT	77
8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	80
8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	80
8.15 COUNTY'S QUALITY ASSURANCE PLAN.....	80
8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	81
8.17 EMPLOYMENT ELIGIBILITY VERIFICATION.....	81
8.18 FAIR LABOR STANDARDS	82
8.19 FORCE MAJEURE	82
8.20 GOVERNING LAW, JURISDICTION AND VENUE	83
8.21 INDEPENDENT CONTRACTOR STATUS.....	83
8.22 INDEMNIFICATION	83
8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	84
8.24 INSURANCE COVERAGE	88
8.25 LIQUIDATED DAMAGES	89
8.26 MOST FAVORED PUBLIC ENTITY	90
8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	90
8.28 NON EXCLUSIVITY.....	92
8.29 NOTICE OF DELAYS	92
8.30 NOTICE OF DISPUTES	92
8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	92
8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	92
8.33 NOTICES.....	93
8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION	93

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
8.35 PUBLIC RECORDS ACT	93
8.36 PUBLICITY	94
8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	94
8.38 RECYCLED BOND PAPER.....	96
8.39 SUBCONTRACTING	96
8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	98
8.41 TERMINATION FOR CONVENIENCE	98
8.42 TERMINATION FOR DEFAULT	99
8.43 TERMINATION FOR IMPROPER CONSIDERATION.....	100
8.44 TERMINATION FOR INSOLVENCY.....	101
8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	101
8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	102
8.47 VALIDITY	102
8.48 WAIVER.....	102
8.49 WARRANTY AGAINST CONTINGENT FEES.....	102
8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	103
8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	103
9.0 UNIQUE TERMS AND CONDITIONS	103
9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	103

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	111
9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	112
9.4 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM..	113
SIGNATURES	114
ATTACHMENTS	
A STATEMENT OF WORK (SOW) (Refer to RFP Appendix B)	117
B SOW EXHIBITS.....	129
B-1 PERFORMANCE REQUIREMENTS SUMMARY (PRS) (Refer to RFP Appendix C, Exhibit B-1).....	131
B-2 PERFORMANCE REQUIREMENTS CHART (Refer to RFP Appendix C, Exhibit B-2).....	135
B-3 CONTRACT DISCREPANCY REPORT (Refer to RFP Appendix C, Exhibit B-3).....	138
B-4 JOB DESCRIPTION (Refer to RFP Appendix C, Exhibit B-4).....	138
B-5 ESTIMATED WORKLOAD (Refer to RFP Appendix C, Exhibit B-5).....	139
B-6 SFIS WORK LOCATIONS (Refer to RFP Appendix C, Exhibit B-6)	140
C CONTRACTOR SAMPLE PRICING SHEET (Refer to RFP Appendix C, Exhibit B-7).....	142
D SFIS TERMINAL OPERATOR SAMPLE INVOICE(Refer to RFP Appendix C, Exhibit B-8).....	143
E CONTRACTOR'S PROPOSED SCHEDULE (Refer to RFP Appendix C, Exhibit B-9).....	144
F CONTRACTOR'S EEO CERTIFICATION (Refer to RFP Appendix C, Exhibit B-10)	145
G COUNTY'S ADMINISTRATION (Refer to RFP Appendix C, Exhibit B-11)	146
H CONTRACTOR'S ADMINISTRATION (Refer to RFP Appendix C, Exhibit B-12)	147

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

TABLE OF CONTENTS

ATTACHMENTS CONTINUED

I	CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY CONTRACT (Refer to RFP Appendix C, Exhibit B-13)	148
J	CONTRACTOR EMPLOYEE JURY SERVICE (Refer to RFP Appendix C, Exhibit B-14)	151
K	SAFELY SURRENDERED BABY LAW (Refer to RFP Appendix C, Exhibit B-15)	154
L	LIVING WAGE PROGRAM (Refer to RFP Appendix C, Exhibit B-16)	158
M	MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS (Refer to RFP Appendix C, Exhibit B-17)	163
N	PAYROLL STATEMENT OF COMPLIANCE (Refer to RFP Appendix C, Exhibit B-18)	164
O	CHARITABLE CONTRIBUTIONS CERTIFICATION (Refer to RFP Appendix C, Exhibit B-19)	165
P	CIVIL RIGHTS PROVISION (Refer to RFP Appendix C, Exhibit B-20)	166
Q	CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHT RESOLUTION CONTRACT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES (Refer to RFP Appendix C, Exhibit B-21)	167
R	COMPLAINT OF DISCRIMINATORY TREATMENT/FORM PA-607(Refer to RFP Appendix C, Exhibit B-22)	168
S	CIVIL RIGHTS COMPLAINT FLOWCHART (Refer to RFP Appendix C, Exhibit B-23)	169
T	CIVIL RIGHTS TRAINING REPORT (Refer to RFP Appendix C, Exhibit B-24)	170

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

CONTRACT BETWEEN
COUNTY OF LOS ANGELES

AND

FOR

STATEWIDE FINGERPRINT IMAGING SYSTEM SERVICES

This Contract is made and entered into this _____ day of _____ 2013, by and between the County of Los Angeles, hereinafter referred to as the County and _____, hereinafter referred to as Contractor. _____ is located at _____, California.

RECITALS

WHEREAS, the County may Contract with private businesses for Statewide Fingerprint Imaging System services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Statewide Fingerprint Imaging System services for Los Angeles County; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such services consistent with the requirements of this Contract and consistent with the professional standard of care for these services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to Contract with Contractor for Statewide Fingerprint Imaging System services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, and T, 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 Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

Attachment A	Statement of Work (SOW)
Attachment B	Statement of Work Exhibits
Attachment C	Contract Sample Pricing Sheet
Attachment D	SFIS Terminal Operator Sample Invoice
Attachment E	Contractors' Proposed Schedule
Attachment F	Contractor's EEO Certification
Attachment G	County's Administration
Attachment H	Contractor's Administration
Attachment I	Contractor Acknowledgment and Confidentiality Contract
Attachment J	Contractor Employee Jury Service
Attachment K	Safely Surrendered Baby Law
Attachment L	Living Wage Program
Attachment M	Monthly Certification for Applicable Health Benefits Payments
Attachment N	Payroll Statement of Compliance
Attachment O	Charitable Contributions Certification
Attachment P	Civil Rights Provision
Attachment Q	Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Contract with the Los Angeles County Department of Public Social Services.
Attachment R	Complaint of Discriminatory Treatment/ Form PA-607
Attachment S	Civil Rights Complaint Flowchart
Attachment T	Civil Rights Training Report

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- 2.1 Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from the Contract standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than standard performance may sometimes be unintentional.
- 2.2 Applicant:** A person whose public assistance application is pending.
- 2.3 Board of Supervisors (Board):** The Los Angeles County Board of Supervisors; the governing body of the County of Los Angeles.
- 2.4 Contractor's Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. The Budget includes the following:
- a) **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other specified costs.
 - b) **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other specified costs.
 - c) **Total Cost to Contract Services** - The total cost of Direct and Indirect Costs.
- 2.5 Business Days:** Business days are Monday through Friday, excluding County holidays.
- 2.6 CalWORKs: (California Work Opportunities and Responsibilities to Kids Program):** a federally mandated public assistance program that provides financial assistance to families with dependent children.
- 2.7 Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A to this Contract.
- 2.8 Contract Management Division (CMD):** The Department of Public Social Services' Division responsible for the Contract.
- 2.9 Contractor:** The sole proprietor, partnership, or corporation that has entered into this Contract with the County to perform or execute the work covered by the Statement of Work.

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

- 2.10 Contractor Contract Manager (CCM):** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.11 County Contract Administrator (CCA):** Person, designated by County, with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.12 County Contract Director:** Person designated by County with authority to address Contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.
- 2.13 County Contract Program Monitor (CPM):** Person designated by the County, with responsibility for monitoring Contractor's performance for compliance and prepares monitoring reports for the Contract. The CPM reports to the CCA.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Department of Public Social Services (DPSS):** Los Angeles County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.
- 2.16 Director:** The Director of the DPSS, or his/her authorized representative(s).
- 2.17 District Office:** A DPSS office that houses DPSS line staff who is responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.
- 2.18 District Office Chief Clerk (DOCC):** The individual designated in each district office who is responsible for the supervision and management of the offices' clerical staff.
- 2.19 Eligibility Worker (EW):** A County employee who is responsible for determining eligibility of applicants/participants that are requesting public assistance benefits.
- 2.20 Fingerprint Imaging:** A computerized system that encodes, stores, searches, and matches applicants'/participants' fingerprints.
- 2.21 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.22 General Relief (GR) Program:** A financial assistance program administered by the County for persons who are not eligible for federal or state assistance programs. The cost of this program is borne entirely by

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

the County, and is reimbursable to the County, if and when recipients are able to do so.

- 2.23 LEADER:** An acronym for the Los Angeles Eligibility Automation Determination Evaluation and Reporting System. LEADER is a DPSS computerized eligibility system that determines program eligibility and calculates benefits for applicants/participants applying and/or receiving CalWORKs, General Relief, CalFresh, Medi-Cal, and other welfare programs.
- 2.24 Long-Term Contracted Work Force/Long Term Terminal Operator Staff:** Contract staff who is assigned to work full-time as terminal operators. This does not include backup staff.
- 2.25 Participant:** An applicant or recipient of a public assistance program.
- 2.26 Performance Requirements Summary (PRS):** The document furnished by the County, Attachment B, SOW Exhibits, B-1 which identifies and summarizes elements of the Contract the County will evaluate to assure that Contract performance standards are met by the Contractor.
- 2.27 Photo Imaging:** A computerized system for the encoding, storing, searching, and matching of applicant/participant photo image.
- 2.28 Standard:** A minimum requirement set by the County for Contractor to perform the services or activities as specified by the SOW.
- 2.29 Statewide Fingerprint Imaging System (SFIS):** A computerized system for the encoding, storing, searching, and matching of fingerprints/photo images.
- 2.30 Welfare Fraud Prevention and Investigation (WFP&I) Section:** The staff within DPSS that investigates allegations of welfare fraud in the CalWORKs, CalFresh, In-Home Supportive Services (IHSS), and Refugee programs, and determines the amount of fraudulent/potential cash overpayment or CalFresh over- issuance.

3.0 WORK

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for three years commencing October 1, 2013 upon approval by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The Contractor shall notify the Los Angeles County Department of Public Social Services (DPSS) when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Attachment G - County's Administration.

5.0 CONTRACT SUM

- 5.1** The Maximum Contract Amount for the three-year term will be \$_____.
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontracts, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3** The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five (75%) percent of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Attachment G - County's Administration.
- 5.4 No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall 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 shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County by the fifteenth (15th) calendar day following the month of service for providing only the tasks, deliverables, goods, services, and other work specified in Attachment A, Statement of Work, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County, as specified in Attachment D, Sample Invoice- SFIS Terminal Operator Services. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Attachment C- Contractor Sample Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Attachment C- Contractor Sample Pricing Sheet.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Attachment A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the CCA by the 15th calendar day of the month following the month which services were provided or payment may be delayed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following are included:

- **Attachment M: Monthly Certification for Applicable Health Benefit Payments**
- **Attachment N: Living Wage Program Payroll Statement of Compliance**

- 5.5.5 Contractor shall submit two (2) copies of invoices to the following address:

**Department of Public Social Services
Contract Management Division**

**Invoicing Section I
County Contract Administrator for
SFIS Terminal Operator Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA. 91746-3411**

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subsections is designated in Attachment G - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Administrator (CCA)

The responsibilities of the County Contract Administrator include:

- ensuring that the objectives of the Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- meeting with the Contractor's Program Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Contract.

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

6.2 County's Contract Program Monitor (CPM)

The Contract Program Monitor reports directly to the CCA and the responsibilities of the CPM include:

- meeting with the Contractor's Contract/Program Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services provided by or on behalf of the Contractor.
- Reporting any discrepancies/findings to the CCA.

The CPM 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Manager

- 7.1.1 The Contractor's Contract Manager is designated in Attachment H- Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Program Manager within 10 days.
- 7.1.2 The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Administrator and the County Contract Program Monitor on a regular basis.
- 7.1.3 The Contractor's Program Manager must have three (3) years of experience providing the same or similar services.

7.2 Approval of Contractor's Staff

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 Program Manager.

7.3 Contractor's Staff Identification

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

All Contractor employees providing services under this contract, shall be provided a photo identification badge, at Contractor's expense. This identification must be worn and visible at all times while at work.

All Contractor's employees assigned to or visiting County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if said personnel do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's contract.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

staff any information obtained through the County's background investigation.

- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of the County, or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Subsection 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall 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.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including without limitation, defense costs and legal accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

7.5.3 Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Contract," Attachments I-1 and I-2.

-AND-

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Contract," Exhibit B-12 (1) and (2).

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Department Head or his/her designee and the Contractor.

8.1.2 The County's Board of Supervisors or Chief Executive Officer (CEO) 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 CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

8.1.3 The Director of DPSS or her designee or the Board of Supervisors may at his/her sole discretion authorize extensions of time as defined in Section 4.0 - Terms of Contract, Subsection 4.2. The Contractor agrees that such extension of time shall 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 shall be prepared by the Contractor and by the Director of DPSS or his/her designee."

8.1.4 The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original versions of such documents

8.2 ASSIGNMENT AND DELEGATION

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

8.3 AUTHORIZATION WARRANTY

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

The Contractor represents and warrants that the person executing this Contract for the Contractor is authorized agents 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 or provide such actual authority.

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

investigation within three (3) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the CCA 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 shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Attachment F - 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 Attachment J and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this subparagraph shall be inserted into any such subcontracts recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontracts Contract and a copy of the Jury Service Program shall be attached to the Contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph 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, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all Conflict of Interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 8.9 shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

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

8.12.3 Non-responsible Contractor

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

- 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.
- 2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4) If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five (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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

The report will include improvement/corrective action measures taken by the County and the Contractor, as appropriate. If improvement does not occur consistent with the corrective action measures, the County may

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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 shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) calendar 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 shall 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 undocumented workers and others and that all its employees performing work under this Contract meet the citizenship or resident status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L.99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

8.19 FORCE MAJEURE

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subsection as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subsection, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes, including, but not limited to personal jurisdiction, regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.21.4 The Contractor shall adhere to the provisions stated in Subsection 7.5, Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 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.
- Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the Contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions.

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

**Department of Public Social Services
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411
Attn: County Contract Administrator**

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its special districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum required insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the required insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and shall

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the required insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess Insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the required insurance

8.23.12 Separation of Insured

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

8.23.13 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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 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.

8.24 INSURANCE COVERAGE

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

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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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

8.25 LIQUIDATED DAMAGES

- 8.25.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Contract Attachment B, SOW Exhibits, B-2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.25.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the Contract Attachment A, Statement of Work, SOW Exhibit B-2 or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.27.2 The Contractor shall certify to, and comply with, the provisions of Contract, Attachment A, Statement of Work, Exhibit B-10, Contractor's EEO Certification.

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Subsection 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Administrator (CCA) any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA or County Contract Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment G, County's Administration and Attachment H, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by 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 Subsection 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.37 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts.

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

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

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontracts.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontracts and subcontractor employees. After approval of the subcontracts by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

**Department of Public Social Services
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
Attn: County Contract Administrator**

However, 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 Contractor or subcontractor(s), its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions.

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

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

8.41 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.
- Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 8.38, Record Retention and Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Director:
- Contractor has materially breached this Contract;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.41, Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this Subsection 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

8.44 TERMINATION FOR INSOLVENCY

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

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

- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

8.47 VALIDITY

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

8.48 WAIVER

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

8.49 WARRANTY AGAINST CONTINGENT FEES

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

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

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Attachment L, Living Wage Program, and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Subparagraph 5 of this Paragraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

\$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or,

- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents during the term of contract. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage..
2. For purposes of this Subsection, 9.1 Compliance with the County's Living Wage Program,, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontracts and a copy of the Living Wage Program, Attachment L, shall be attached to the subcontracts. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The

RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County (Attachment M Monthly Certification for Applicable Health Benefit Payments, and Attachment N, 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 shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years (forty-eight (48) months) from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Paragraph, the County shall 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 shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until 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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day past the due date, until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employee(s) for a given pay period and the amount actually paid to the employee(s) 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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3) Debarment. In the event the Contractor breaches a requirement of this Subsection, 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 shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

- 1) The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b) Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and
 - c) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
- 2) 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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- b) Fails to meet any other County requirement for employees of a contractor.
- 3) The Contractor shall not terminate a retention employee for the first 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 shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and 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

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply 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 Internal Services Department of this information prior to responding to a solicitation or accepting a

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

9.4 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.4.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 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 shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

**RFP APPENDIX A, SAMPLE CONTRACT
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES**

IN WITNESS WHEREOF, 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 and year first above written.

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE

RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT, ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL
OPERATOR SERVICES

RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE

**STATEMENT OF WORK
TABLE OF CONTENTS**

<u>SECTION</u>	<u>PAGE</u>
PREAMBLE	119
1.0 Scope of Work	120
2.0 Specific Tasks, Work Requirements, and Work Hours/Holidays	120
3.0 Quality Control	123
4.0 Turnover Rate	125
<u>COUNTY</u>	
5.0 COUNTY RESPONSIBILITIES	
5.1 Training	126
6.0 COUNTY FURNISHED ITEMS	
6.1 Space, Furniture and Equipment	127
6.2 Maintenance, Repair, Replacement of County Provided Items.....	128
6.3 Parking	128
6.4 Materials	128
6.5 Building Entry Key Cards.....	128
<u>CONTRACTOR</u>	
7.0 CONTRACOR FURNISHED ITEMS	
7.1 Personnel	128
7.2 Training	129
8.0 COUNTY/NEW VENDOR ASSUMPTION OF SERVICES	130
9.0 WORK SCHEDULES	130
10.0 MONTHLY MANAGEMENT REPORT (MMR).....	130

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

STATEMENT OF WORK (SOW)

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Operational Effectiveness; 2) Fiscal Sustainability; and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

1.0 SCOPE OF WORK

The workload, as stated hereunder in this SOW, is reflective of the current workload and is subject to change based on changes in federal, State, or County policy regulations and requirements. The Statewide Fingerprint Imaging System (SFIS) provides DPSS with a tool for eliminating multiple aid fraud and ensuring that assistance is paid only to eligible persons.

Except for those items listed in this SOW, Section 6.1, County Furnished Items, hereunder, Contractor shall provide all personnel, materials, general supervision and other items or services necessary to perform the required terminal operator services described in this SOW, Section 2.0, Specific Tasks, hereunder. Contractor must perform to the standards in Contract, Attachment B, SOW Exhibits, B-1, Performance Requirements Summary (PRS), hereunder.

2.0 SPECIFIC TASKS, WORK REQUIREMENTS AND WORK HOURS/HOLIDAYS

2.1 OVERVIEW

Contractor shall supply skilled clerical staff to perform terminal operator services. Contractor shall ensure that the staff shall meet the qualifications found in Contract, Attachment B, SOW Exhibits, B-4, Job Description, for long-term assignments under DPSS supervision. The number of Contractor employees needed to provide the required services are found in Attachment B, SOW Exhibits, B-5, Estimated Workload.

Contractor shall supply skilled clerical staff to perform terminal operator services. Contractor shall ensure that the staff shall meet the qualifications found in Contract Attachment B, SOW Exhibits, B-1, PRS. The number of Contractor employees needed to provide the required services are found in Attachment B, SOW Exhibits, B-5, Estimated Workload.

2.2 TERMINAL OPERATOR RESPONSIBILITIES/TASKS

Terminal operators will be responsible for fingerprinting and photo imaging participants; adding and updating information on SFIS; printing and distributing SFIS generated district reports; and routine maintenance (dusting, cleaning the screen, etc.) of the SFIS equipment.

2.3 OTHER OFFICE FUNCTIONS

During non-peak fingerprinting hours, the terminal operators may be assigned other clerical duties at the discretion of the District Office Chief Clerk (DOCC) or designee. These other office functions will not occur after normal working hours.

RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE

2.4 WORK HOURS

Contractor shall be available Monday through Friday, to respond to County inquiries between 7:00 a.m. and 6:00 p.m., and to provide terminal operator services from 7:00 a.m. to 6:00 p.m., or alternate hours if required by the County. Each DOCC shall determine the working hours for terminal operators assigned to their work site.

Each eight (8) hour shift will include two (2) 15-minute rest breaks which will be compensated by County, and either a 30 or 60-minute lunch break, which will not be compensated by County. The length of each terminal operator's lunch break will be determined by the DOCC.

County may convert to a 4-day/40 hour work week. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to County.

2.5 HOLIDAYS

Contractor is not required to provide services on County recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

2.6 CONTRACT STAFF RECRUITMENT AND SELECTION

2.6.1 Contractor shall recruit, select and hire staff before Contract start-up using Contractor's existing and/or proposed job bank/employee pool and County's reemployment lists as set forth in Contract, Subsection, Terms and Conditions, 8.10 Consideration of Hiring County Employees Targeted for Layoffs/or Re-employment List.

2.6.2 Contractor shall provide to the CCA, within five (5) business days of scheduled SFIS terminal operator training date, a Hiring Interview Questionnaire for each terminal operator candidate. Contractor shall indicate the following on the Hiring Interview Questionnaire:

- a) Method of validation that staff has presented proof of having met requirements cited in Contract, Attachment B, SOW Exhibits, B-4, Job Description.
- b) Method of validation of any experience that staff has listed that appears questionable.

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

- c) Any other method of validation of staff qualifications using Contractor's recruitment, testing evaluation, language certification and screening system.
- 2.6.3 Contractor shall provide sufficient employees to ensure that the staff required in Contract, Attachment B, SOW Exhibits, B-5, Estimated Workload, will be trained by Contract start-up.
- 2.6.4 Contractor shall conduct criminal background checks at Contractor's expense. Contractor shall apply DPSS-provided hiring guidelines to employees with criminal convictions.
- 2.6.5 Contractor management staff shall coordinate with the CCA during the SFIS training period. Contractor terminal operator staff shall attend one (1) day of SFIS training provided by the State SFIS vendor prior to their assignment to work locations identified in Contract, Attachment B, SOW Exhibits, B-6, SFIS Work Locations.
- 2.6.6 Contractor shall provide Cultural Awareness and Sensitivity training to all terminal operator staff, including backup staff, within one (1) week of their assignment to a work location as set forth in this SOW, Paragraph 6.1.2, herein below, and to other terminal operator staff as needed or as requested by the CCA.
- 2.6.7 Contractor's terminal operators shall provide services in a professional manner and in accordance with the specifications described in Contract, Attachment B, SOW Exhibits, B-4, Job Description.

2.7 LONG-TERM STAFFING ASSIGNMENTS

Contractor employees shall be available for long-term assignments. Contractor shall have a cumulative turnover rate of no more than twenty-three (23%) percent per year.
(See Subsection 4.0, Turnover Rate).

2.8 BACKUP STAFF

Contractor shall maintain SFIS trained backup staff to replace terminal operators who are absent for any reason.

- 2.8.1 Terminal operator staff shall be responsible for reporting absences to Contractor **and** to his/her DPSS work location supervisor (the DOCC or designated supervisor) the business day before a planned absence or within one (1) hour of employee's reporting time to work for unplanned absences.

RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE

2.8.1.1 In the event that a terminal operator must leave during the workday, **backup staff must be furnished within two (2) hours** of the terminal operator's absence, with the backup staff completing the remaining workload for the day.

2.8.2 Contractor shall notify the absent terminal operator's DOCC or designated supervisor of the absence and of the backup staff's reporting time. The backup terminal operator shall report to the work site within two (2) hours of the absent terminal operator's reporting time.

2.9 UNACCEPTABLE STAFF REPLACED

County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract for unsatisfactory performance or any job-related cause. At the request of the County, the Contractor shall immediately replace said personnel, by the beginning of the work shift of the second business day following the request.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Program Monitor for review, within ten (10) business days of written request by CCA. The Plan shall include, but may not be limited to the following:

- 3.1 Method for assuring that staff rendering service under the Contract has the necessary qualifications.
- 3.2 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 Method for ensuring Contractor employees who work overtime are strictly performing SFIS-related duties, as limited in this SOW, Subsection 2.3, "Other Office Functions".
- 3.4 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

- 3.5** Method for continuing to provide services to County in the event of a strike of the Contractor's employees.
- 3.6** Method for ensuring Contractor has adequately trained backup staff and for ensuring Contractor provides replacement staff, as described in SOW, Subparagraph 2.8, herein.

3.7 COMPLAINTS

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level (See Contract, Subsections 8.5, and 8.7).

3.7.1 Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Resolution Contract, (Contract, Attachment B. SOW, Exhibit B-23), as directed by DPSS, which includes but is not limited to the following:

- 3.7.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided by the County. Contractor shall complete the Civil Rights Training Report, with a list attached of all staff in attendance, (Contract, Attachment B, SOW, Exhibit B-26, keep on file, and provide to CCA upon request..
- 3.7.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 3.7.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.
- 3.7.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
 - a) Must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment Form, (Contract, Attachment T) in the participants' primary language.
 - b) Maintain a log of Civil Rights complaints.

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

- c) CCM will act as the Civil Rights Liaison (CRL) between the Contracted agency and the CCA and Civil Rights and Customer Relations (CRCR) Section of DPSS.
- d) All CCM/CRLs must forward all PA 607s to the CCA within two (2) business days.
- e) CCM/CRLs should not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR and shall adhere to the Civil Rights Complaint Flowchart Contractor Process, (Contract, Attachment U.)

3.7.2 Posted Materials

Contractor shall post in each Contractor's facility (where they are easily accessible to employees) Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices. Contractor may obtain EEO notices from:

**U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012**

3.8 CONFIDENTIALITY

Contractor shall ensure that the Contractor Employee Acknowledgement and Confidentiality Agreement, Attachments I-1 and I-2 are signed and copies on file for each Contract employee prior to employee starting work under this contract.

4.0 TURNOVER RATE

The percentage of the number of Contractor staff who leave the long-term contracted work force, to the total long-term contracted work force. The long-term Contracted work force is the highest number of positions that are filled during the period under consideration. The turnover rate shall be cumulative and shall be computed each month for the term of the Contract. Computation of the turnover rate shall be projected to reflect a full year should the period be less than twelve (12) months (e.g., a turnover rate of 6 percent for 6 months would be projected to reflect an annual turnover rate of 12 percent). The following is an example of how the annual cumulative turnover rate may be calculated

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

ANNUAL TURNOVER RATE

Month	Need (b)	This Month (c)	Previous Months (d)	Total to Date (c+d) (e)	Rate (e/b) (f)
JAN	50	1	0	1	2.00%
FEB	50	1	1	2	4.00%
MARCH	50	2	2	4	8.00%
APRIL	50	0	4	4	8.00%
MAY	50	0	4	4	8.00%
JUNE	50	1	4	5	10.00%
JULY	50	0	5	5	10.00%
AUG	50	0	5	5	10.00%
SEPT	50	0	5	5	10.00%
OCT	50	1	5	6	12.00%
NOV	50	0	6	6	12.00%
DEC	50	0	6	6	12.00%

Excluded from the number of staff who leave the long-term Contracted work force is Contractor staff who are:

1. Hired by County;
2. Rejected by County and/or Contractor within ten (10) work days of assignment; and
3. Reduction in number of operators required due to budget cuts and discontinuance of functions, which is memorialized in an amendment to this Contract.

5.0 COUNTY RESPONSIBILITIES

The County will administer the Contract according to the Contract, Statement of Work and all Attachments and Exhibits specific duties of County staff will include:

- A) Monitoring the Contractor's performance in the daily operation of this Contract.
- B) Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- C) Preparing amendments, as needed, in accordance with the Contract, Subsection 8.1, Amendments.

5.1 TRAINING

5.1.1 SFIS Training

Terminal operators shall attend one (1) day of unpaid SFIS training prior to reporting to their work location. A reasonable amount (as

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

determined by County) of ongoing training will be furnished for backup/replacement staff. SFIS training will be provided by the State SFIS contractor and is designed specifically for terminal operators.

5.1.1.1 The SFIS terminal operators will not be trained in fingerprint capture and analysis to the degree normally found in law enforcement, (i.e., fingerprint classification or recognition); however, at the conclusion of training, the terminal operators will:

- a) Understand what SFIS is and how it interfaces with current County procedures;.
- b) Be able to successfully photo image and capture or exempt participant's fingerprints;
- c) Be familiar with SFIS equipment and how it operates;
- d) Understand the role of the SFIS vendor's Help Desk;.
- e) Be able to successfully perform all terminal operator functions required to fulfill or meet the requirements of this Contract; and.
- f) Know district office procedures as they relate to SFIS.

5.1.2 Cultural Awareness/Sensitivity

County will provide Cultural Awareness and Sensitivity Training, and materials to selected Contractor staff (Train-the-Trainer). Trained Contractor staff shall then instruct terminal operators, who did not attend, on cultural awareness and sensitivity.

5.1.3 CIVIL RIGHTS

County will provide Civil Rights training materials for Contractor staff as often as appropriate. Terminal operators shall be **paid** for eight (8) hours by Contractor to attend the one (1) day Training, at least once every two (2) years.

6.0 COUNTY FURNISHED ITEMS

6.1 Space Furniture and Equipment

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

County will provide space, furniture, and SFIS hardware at each work location and the use of other necessary equipment to perform various related clerical tasks.

6.2 MAINTENANCE, REPAIR, REPLACEMENT OF COUNTY PROVIDED ITEMS

- a) Facility - County will provide routine building and grounds maintenance of the County facility. In the event Contractor staff damage County's facility by abuse or carelessness, as determined by County, Contractor shall repair any and all damages to facility to the satisfaction of County, at the expense of the Contractor. In the event Contractor does not repair damages to facility, County will and charge Contractor for the full amount of all related expenses.
- b) Furniture and Equipment - County will provide maintenance, repair and/or replacement due to normal wear and tear of County provided furniture and equipment. Contractor shall repair and/or replace damaged or worn equipment when due to Contractor staff abuse or carelessness, as determined by County.

6.3 Parking

County will provide parking for Contractor staff at each County work location.

6.4 MATERIALS

- 6.4.1 A list of work locations.
- 6.4.2 A list of County-recognized holidays.
- 6.4.3 DPSS hiring guidelines for candidates with criminal convictions.
- 6.4.4 A list of district liaisons.

6.5 Building Entry Key Cards

Entry key cards will be issued to Contractor's employees for those County work sites using such facility entrance systems. The key card must be surrendered by a Contractor employee whenever requested by the Contractor worker's onsite County supervisor.

7.0 CONTRACTOR FURNISHED ITEMS

7.1 PERSONNEL

Contractor shall furnish all personnel necessary for terminal operator assignments under DPSS supervision.

RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE

- 7.1.1 Contractor shall be responsible for terminal operator staff adherence to County policies on attendance, absences, tardiness, appropriate business attire, behavior, and all payroll issues.
- 7.1.2 Contractor shall provide background checks to ensure all Contractors' employees meet County hiring guidelines for criminal convictions.
- 7.1.3 Contractor shall ensure terminal operators provided for fingerprint imaging who directly interact with County employees shall, at a minimum, be:
 - a) Able to fluently read, write, speak and understand English;
 - b) Able to communicate effectively, using good judgment and diplomacy;
 - c) Required to present himself/herself in a neat, business like appearance and behave in a professional manner;
 - d) Able to handle sensitive materials and perform confidential duties; and
 - e) Able to satisfy a background check.

7.2 TRAINING

7.2.1 SFIS

Contractor shall ensure all terminal operators attend one (1) day of unpaid SFIS training prior to reporting to their work location. A reasonable amount (as determined by County) of ongoing training will be furnished for backup/replacement staff. SFIS training will be provided by the State SFIS Contractor.

7.2.2 CULTURAL AWARENESS/SENSITIVITY

Contractor shall ensure all terminal operators attend one (1) day of unpaid Cultural Awareness/Sensitivity training prior to reporting to their work location. A reasonable amount (as determined by County) of ongoing training will be furnished for backup/replacement staff. Cultural Awareness and/Sensitivity training will be provided by the Contractor.

7.2.3 EMPLOYEE SAFETY

**RFP APPENDIX B, STATEMENT OF WORK (SOW)
[CONTRACT ATTACHMENT A, SOW]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICE**

Contractor shall ensure that all terminal operators receive all required general and specific training on employee safety.

7.2.3 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

8.0 COUNTY/NEW VENDOR ASSUMPTION OF SERVICES

Contractor shall ensure a smooth transition of services in the event that County or another vendor assumes services from Contractor, by providing any needed temporary staffing for a period of not less than 30 days. .

9.0 WORK SCHEDULES

- 9.1** Contractor shall submit for review and approval a work schedule for each facility to the County Contract Administrator within ten (10) working days prior to starting work on this Contract. Said work schedules shall be set on an annual calendar and shall identify all required ongoing maintenance tasks and task frequencies. The schedules shall list by morning and afternoon time frames the tasks to be performed for each day of the week.
- 9.2** Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Contract Administrator for review and approval within ten (10) working days prior to scheduled time for work.

10.0 MONTHLY MANAGEMENT REPORT (MMR)

- 10.1** Within two (2) weeks of Contract start date, Contractor shall submit a MMR format to the CCA for review and approval. The report shall include Contractor's performance in meeting the standards set forth in Contract, Attachment B, SOW Exhibits, B-2, PRS Chart, Column 3, Standard(s).
- 10.2** After CCA approval of the report format, Contractor shall complete the report monthly and submit to the CCA each month by the fifteenth (15) calendar day following the report month. The MMR shall include the quality, quantity, and/or timeliness of the Contracted functions, as well as the cumulative turnover rate. See SOW 4.0, Turnover Rate, for sample.
- 10.3** The CCA may request changes to the report format as needed at any time during the Contract term. Contractor shall provide the required report and any changes to the report at no cost to the County.

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL
OPERATOR SERVICES

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)
TABLE OF CONTENTS

<u>SOW EXHIBITS</u>	<u>Page</u>
B-1 Performance Requirements Summary (PRS)	131
B-2 PRS Chart.....	135
B-3 Contract Discrepancy Report.....	137
B-4 Job Description.....	138
B-5 Estimated Workload	139
B-6 SFIS Work Locations.....	140
B-7 Contractor Sample Pricing Sheet.....	142
B-8 SFIS Terminal Operator Sample Invoice	143
B-9 Proposed Contractor Schedule.....	144
B-10 Contractor's EEO Certification	145
B-11 County Administration.....	146
B-12 Contractor's Administration.....	147
B-13 Contractor's Acknowledgement and Confidentiality Contract	148
B-14 Contractor Employee Jury Services.....	151
B-15 Safely Surrendered Baby Law	154
B-16 Living Wage Program	158
B-17 Monthly Certification for Applicable Health Benefit Payments	163
B-18 Payroll Statement of Compliance.....	164
B-19 Charitable Contributions Certification.....	165
B-20 Civil Rights Provision.....	166
B-21 Contractor/Vendor Assurance of Compliance of Civil Right Resolution Contract with the Los Angeles County Department of Public Social Services.....	167
B-22 Complaint of Discriminatory Treatment/Form PA-607	168
B-23 Civil Rights Complaint Flowchart	169
B-24 Civil Rights Training Report	170

RFP, APPENDIX C

[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]

1.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

This Performance Requirement Summary (PRS), Contract Attachment B, SOW Exhibits B-1 and B-2), displays the major services that will be monitored during the term of this Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided. All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of the Contract, all of its Attachments and are not meant in any case to create, extend, revise, limit or expand any obligation of Contractor beyond that defined in the main body of the Contract, and all Attachments. In any case of apparent inconsistency between the PRS and the required services or Standards stated in the main body of this Contract and Attachment A , the meaning apparent in the main body of this Contract and Attachment A, SOW, will prevail. If any required service or standard seems to be created in this PRS which is not clearly set forth in the main body of the Contract or in any of its Attachments, that apparent required service or standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points. Because the provision of services to public assistance clients is critical to the mission of DPSS, the County expects a high standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County CCA by Contractor before the allowable deviation for acceptable standard should occur. However, it is the Contractor's responsibility to provide the services set forth in Attachment A, SOW, and summarized in the PRS.

2.0 PERFORMANCE REQUIREMENTS SUMMARY CHART

The PRS chart is set forth in this Contract Attachment B, SOW Exhibit B-2 and provides the following:

- a. Lists the Contract requirements considered most critical to acceptable Contract performance (Column 1 of chart).
- b. Denotes the indicators used to determine that the standards have been met (Column 2 of chart).
- c. Defines the standard of performance for each required service (Column 3 of chart).
- d. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses liquidated damages (Column 4 of chart).

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]

- e. Shows the quality assurance methods the County will use to evaluate the Contractor's performance in meeting the Contract requirements. (Column 5 of chart).
- f. Shows the monthly Unsatisfactory Performance Indicator (UPI) points to be assessed for exceeding the AQL, for each listed Contract requirement (Column 6 of chart). These indicators may serve as a baseline for assessing liquidated damages.

3.0 QUALITY ASSURANCE

Each month, Contractor performance will be compared to the contract standards and acceptable quality levels (AQLs) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance, including:

- 3.1** Random sampling.
- 3.2** One hundred percent (100%) inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- 3.3** Review of reports and files.
- 3.4** Validated complaints from DPSS district offices and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship.
- 3.5** SFIS Contractor complaints.
- 3.6** On-site surveillance.

4.0 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor may be required to respond to a CDR as follows:

- 4.1** Verbal notification of a Contract discrepancy will be made to the Contractor Program Manager or alternate as soon as possible whenever a Contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (Contract Attachment B, SOW Exhibit B-3, CDR) will be issued.

- 4.2** If a CDR is issued, it will be mailed or hand carried, at the CCA's discretion, to the Contractor Program Manager or alternate.
- 4.3** Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within ten (10) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for **immediate** corrective action of all failures of performance identified in the CDR.
- 4.4** The CCA will evaluate the Contractor's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance, County shall select samples using a random sampling method so that they will be representative of a population of interest. Data from the sampling will be used to measure performance on the Standard, and conclusions are made about Contractor's performance for the whole service population.

The random sampling plan includes the following information:

- Acceptable Quality Level (AQL) - The maximum percent of defects that can occur and still meet this Contract's standard for satisfactory performance.
- Lot Size (Population) - The total number of units or services provided.
- Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from this PRS, Contract, Attachment B. (The lot size is determined by selecting a population that the County determines appropriate for their review.) To ensure each service has an equal chance of being selected, a random number table, or an automated sampling tool, is used to determine the sample from the appropriate lot size.

Contractor performance is deemed "Unsatisfactory" when the results of a review fail to meet the AQL, as defined for each standard in Contract, Attachment B, PRS Chart (Attachment B-1).

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]

6.0 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of UPIs, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform to the requirements of the Contract, County will have the option to apply the following remedies:

- 7.1** Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 7.2** Assess deductions in the amount of ten dollars (\$10.00) per point for each UPI point exceeding 300 points during each of the first three (3) months of the Contract or 275 points during each month for the remainder of the Contract term.
- 7.3** Suspend or cancel the Contract for systematic, deliberate misrepresentations. This does not preclude County's right to terminate this Contract upon ten (10) days written notice, with or without cause, as provided for in Contract, Subsection 8.42, Termination for Convenience, herein.
- 7.4.** Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]

	Performance Indicator (B)	Standard(s) (C)	Acceptable Quality Level (AQL) (D)	Monitoring Methods (E)	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL (F)
Contract, Subsection 8.6, Complies with all laws . Contract, Paragraph 9.1.6 (Living Wage poster) Attachment A, SOW, 3.7.2 (EEO & nondiscrimination Notices)	Notices posted.	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees.	0.0%	User complaint or on-site investigation.	50 points per incident.
Attachment A, SOW, Subsection 2.2, SFIS Terminal Operator Responsibilities/Tasks	Employee performance.	Employee performs duties as required.	0.0%	User complaint.	50 points per validated complaint.
Attachment A, SOW, Subsection 2.6, Contract Staff Recruitment and Selection Contract 9.1.3, Contractor's Submittal of Certified Monitoring Reports	Sufficient staff recruited/selected/hired/trained by Contract start up and ongoing.	Hiring Interview Questionnaire submitted to CCA; staff meet criteria- SOW Exhibits 3 and 4. - Job Description	0.0% 0.0%	Review of Questionnaires, training documents, background check documents, and Certified Monitoring Report. User complaint.	10 points for each incomplete or inaccurate Questionnaire or Certified Monitoring Report not received or received late.-.
Attachment A, SOW, Subsection 2.7, Long Term Staffing Assignment SOW 5.14 Turn Over Rate	Staff at work.	Staff annual turnover rate (or projected turnover rate if less than 12 months) does not exceed 23% per Contract year.	0.0%	Review of MMR and any other relevant reports.	50 points per percent or fraction of a percent in excess of 23%.
Attachment A, SOW, Subsection 2.8, Backup Staff	Contractor maintains SFIS trained backup staff to ensure that all required positions are filled.	Absences are reported timely and backup staff replaces absent terminal operator within 2 hours of absent operators reporting time or absence.	0.0%	Notification by DOCC, review of reports or user complaint.	10 points per 1/2 hour for each position not covered.
Attachment A, SOW, Subparagraph 2.9, Unacceptable Staff Replaced	Employee performance.	Employee replaced by beginning of work shift of second work day following County request.	0.0%	Notification by DOCC, review of reports or user complaint.	50 points per day or portions thereof per position not covered.
Attachment A, SOW Section 3.0 - Quality Control Plan	Contractor maintains original and timely revisions to QC Plan Contractor maintains QC review records . Contractor provides to County upon request.	QC Plan received by CCA within 10 business days of written request by CCA. Include QC review records	0.0% 0.0%	Review of original and revised plan. Periodic review of records.	50 points per day late. 5 points per item deficient. 50 points per incident.
Attachment A, SOW, Section 3.0, Subsection, 3.8 ,	Employee Acknowledgement & Confidentiality Contract signed	Copy of Contract in Contractor files. No unauthorized release of	0.0%	Random sample and user complaint.	25 points per error.

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]

Confidentiality	by the employee.	information.			
Attachment A, SOW, Subsection 7.1, Personnel	Employees informed of rules and regulations.	Employees adhere to rules and regulations.	0.0%	User complaint.	25 points per error.
Attachment A, SOW, Section 10.0, Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted correctly and timely.	Report and Invoice received by the 15 th calendar day following the report month.	0.0%	Review of report and Invoice.	20 points per each day late or incorrect.

NOTE: Point system contains an allowance for defects

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]
STATEWIDE FINGERPRINT IMAGING SYSTEM SERVICES
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATE:

Prepared by:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS:

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of CCA

Date

COUNTY ACTIONS: _____

JOB DESCRIPTION – TERMINAL OPERATOR

The minimum requirements for terminal operator staff are: Six months office clerical experience involving public contact -OR- a Certificate of Associate of Arts degree in clerical procedures or office administration from an accredited college.

Definition - Operates computer terminals with keyboard similar to a typewriter and scanner

Example of Duties - Operates and maintains computer terminals and printers

- Gives instructions/information to the public
- Enters and transmits data in accordance with key requirements
- Checks documents for completeness and accuracy
- Sorts and batches documents
- Files numerically or alphabetically
- Maintains clerical controls
- Answers telephone
- Typing
- Taking fingerprint images and photo images of applicants

ESTIMATED WORKLOAD

TERMINAL OPERATOR SERVICES

Contractor will provide approximately forty-four (44) bilingual terminal operators at the SFIS locations listed in Contract, Attachment G, SFIS Work Locations, here under. Each terminal operator must be proficient (able to write and speak) in the language(s) reflected on SOW, Exhibit B-6, for where she or he is assigned. The number of work hours required for the services is estimated at approximately 7,400 regular hours per month and approximately 25 overtime hours. The actual number of terminal operators and work hours required are subject to change as determined by County.

OVERTIME

Terminal operators may be required to work overtime as determined by County.

NOTE: Currently, overtime is calculated on a daily basis and is defined as those hours worked each day over 8 hours. The State of California may revise the overtime calculation method from a daily to a weekly basis (i.e., overtime will be any hours worked over a 40 hour work week).

OTHER TERMINAL OPERATOR DUTIES

Terminal operators shall perform routine clerical functions during non-peak fingerprinting hours. Terminal operators shall not perform these other duties when working overtime.

TRAINING

One day of **unpaid** SFIS training will be provided to terminal operators by the State and selected Contractor staff contracted by the State. The training will occur prior to terminal operator staff reporting to their work locations.

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]
SFIS WORK LOCATIONS

SOW Exhibit B-6
Page 1 of 2

Note: Location of SFIS workstations, staffing and bilingual requirements may vary during the term of the Contract; changes will be made with notification to Contractor.

DISTRICT		STAFF REQUIREMENTS		LANGUAGE REQUIREMENTS
		GR	CALWORKS	
CIVIC CENTER 813 E. 4TH PL. LOS ANGELES 90012	#14	1		ENGLISH/SPANISH
WILSHIRE SPECIAL 2415 W. 6 TH ST. LOS ANGELES 90057	#10	2		ENGLISH/SPANISH
METRO SPECIAL 2707 S. GRAND AVE. LOS ANGELES 90007	#70	3		ENGLISH/KOREAN & ENGLISH/SPANISH
RANCHO PARK 11110 W. PICO BLVD. LOS ANGELES 90064	#60	2		ENGLISH/SPANISH
SOUTH SPECIAL 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221	#07	3		ENGLISH/SPANISH
SOUTHWEST SPECIAL 1819 W. 120 TH ST. LOS ANGELES 90047	#08	2		ENGLISH/SPANISH
SAN FERNANDO BRANCH 9188 GLENOAKS BLVD. SUN VALLEY, CA 91352	#32	1		ENGLISH/SPANISH
PASADENA 955 N. LAKE AVE PASADENA 91104	#03		1	ENGLISH/SPANISH
POMONA 2040 W. HOLT AVE. POMONA 91768	#36	1	1	ENGLISH/SPANISH
METRO EAST 2855 E. OLYMPIC BLVD. LOS ANGELES 90023	#15	1	1	ENGLISH/SPANISH
SOUTH CENTRAL 10728 S. CENTRAL AVE. LOS ANGELES 90059	#27		1	ENGLISH/SPANISH
SAN GABRIEL VALLEY 3352 AEROJET AVE. EL MONTE 91731	#20	1	1	ENGLISH/SPANISH & ENGLISH/VIETNAMESE
GLENDALE 4680 SAN FERNANDO RD. GLENDALE 91204	#02	1	1	ENGLISH/SPANISH & ENGLISH/ARMENIAN
LANCASTER 349 B EAST AVE. K-6 LANCASTER 93535	#34		1	ENGLISH/SPANISH
LANCASTER GENERAL 337 EAST AVE. K-10 LANCASTER 93535	#67	1		ENGLISH/SPANISH

RFP, APPENDIX C
[CONTRACT, ATTACHMENT B, STATEMENT OF WORK EXHIBITS]

SOW Exhibit B-6
Page 2 of 2

FLORENCE	#17	1	ENGLISH/SPANISH
1740 E. GAGE AVE.			
LOS ANGELES 90001			
NORWALK	#40	1	ENGLISH/SPANISH
12727 NORWALK BLVD.			
NORWALK 90650			
COMPTON	#26	1	ENGLISH/SPANISH
211 E. ALONDRA BLVD.			
COMPTON 90220			
LINCOLN HEIGHTS	#66	1	ENGLISH/SPANISH
4077 N. MISSION RD.			
LOS ANGELES 90650			
SOUTH FAMILY	#31	1	ENGLISH/SPANISH &
17600 "A" S. SANTA FE			ENGLISH/VIETNAMESE
RANCHO DOMINGUEZ 90221			
SOUTHWEST FAMILY	#83	1	ENGLISH/SPANISH
8300 S. VERMONT AVE.			
3RD FL			
LOS ANGELES 90044			
EXPOSITION PARK	#12	1	ENGLISH/SPANISH
3833 S. VERMONT AVE. 2ND FL			
LOS ANGELES 90037			
EL MONTE	#04	1	ENGLISH/SPANISH
3350 AEROJET AVE.			
EL MONTE 91731			
METRO FAMILY	#13	1	ENGLISH/SPANISH
2615 S. GRAND AVE.			
LOS ANGELES 90007			
METRO NORTH	#38	1	ENGLISH/SPANISH &
2601 WILSHIRE BLVD.			ENGLISH/ARMENIAN
LOS ANGELES 90057			
CUDAHY	#06	1	ENGLISH/SPANISH
8130 S. ATLANTIC AVE.			
CUDAHY 90201			
PARAMOUNT #62		1	ENGLISH/SPANISH
2961 VICTORIA ST.			
RANCHO DOMINGUEZ, CA 90221			
EAST VALLEY	#11	2	ENGLISH/SPANISH
14545 LANARK ST.			
PANORAMA CITY 91402			
SANTA CLARITA BRANCH	#51	1	ENGLISH/SPANISH
27233 CAMP PLENTY RD.			
CANYON COUNTRY 91351			
WEST VALLEY	#82	1	ENGLISH/SPANISH
21415 PLUMMER ST.			
CHATSWORTH 91311			
BELVEDERE	#05	1	ENGLISH/SPANISH
5445 E. WHITTIER BLVD.			
LOS ANGELES 90022			
MEN'S CENTRAL JAIL	#14	1	ENGLISH/SPANISH
441 BAUCHET STREET			
LOS ANGELES 90012			

**INSERT
CONTRACTOR'S
SAMPLE PRICING
SHEET HERE**

Sample Invoice
SFIS TERMINAL OPERATOR SERVICES
SAMPLE INVOICE FOR MM/YY

Contractor Name & Address:

Invoice Date:

WEEKLY SUMMARY

<u>SFIS Operator Name</u>	<u>Week Ending</u>	<u>District Number</u>	<u>Total Reg Hrs.</u>	<u>Hrly Rate</u>	<u>Reg Amt</u>	<u>OT Hrs</u>	<u>OT Rate</u>	<u>OT Amt</u>	<u>TOTAL Amt</u>
Abbott, Alice	1/08/13	20	40	\$	\$	5	\$	\$	\$
	1/15/13		40			0			
	1/22/13		40			0			
	1/29/13		40			0			
Cooper, Alice	1/31/13	15	8			1			
	1/08/13		40			0			
	1/15/13		32			0			
	1/22/13		40			0			
	1/29/13		40			0			
Smith, Jane	1/31/13	05	8			0			
	1/08/13		40			0			
	1/15/13		40			3			
	1/22/13		40			0			
	1/29/13		40			0			
						0			
TOTALS			488		\$	9		\$	\$

MONTHLY SUMMARY FOR MM/YY

<u>Employee Name</u>	<u>Total Reg Hrs</u>	<u>Total Reg Amt</u>	<u>Total OT Hrs</u>	<u>Total OT Amt</u>	<u>TOTAL Amt</u>
	120	\$			
Abbott, Alice	160		6	\$	\$
Cooper, Alice	208		3	\$	\$
Smith, Jane				\$	\$
	<u>488</u>			\$	\$
TOTALS			<u>9</u>		
Total Regular Hours:	488	Regular Amount:	\$_____		
Total Overtime Hours:	<u>9</u>	Overtime Amount:	\$_____		
Total Hours:	497	Total Amount Due:	\$_____		

Contractor's Authorizing Signature

Date Signed

County Contract Administrator Signature/Approval

Date

RFP, APPENDIX C
[CONTRACT, ATTACHMENT E, STATEMENT OF WORK EXHIBITS]

INSERT CONTRACTOR'S PROPOSED SCHEDULE HERE

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

RFP, APPENDIX C
[CONTRACT, ATTACHMENT G, STATEMENT OF WORK EXHIBITS]
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: 12900 Crossroads Parkway South_
City of Industry, CA 91746-3411

Telephone: (562) 908-xxxx Facsimile: (562) 908-0590

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: Administrative Services Manager I _____

Address: 12900 Crossroads Parkway South _____
City of Industry, CA 91746-3411 _____

Telephone: (562) 908-xxxx Facsimile: (562) 908-0590 _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: Contract Program Monitor _____

Address: 12900 Crossroads Parkway South
City of Industry, CA 91746-3411

Telephone: (562) 908-xxxx Facsimile: (562) 908-0590 _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIALS

1) Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

2) Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

RFP, APPENDIX C
[CONTRACT, ATTACHMENT I, STATEMENT OF WORK EXHIBITS]

RFP Appendix C, SOW
Exhibit B-13 (1)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Contract.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

CONFIDENTIALITY CONTRACT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Contract as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this Contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this Contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Contract.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY CONTRACT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Contract as a condition of my work to be provided by my employer for the County. I have read this Contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

RFP, APPENDIX C
[CONTRACT, ATTACHMENT I, STATEMENT OF WORK EXHIBITS]

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality .

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY CONTRACT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this Contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this Contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____
PRINTED NAME: _____ POSITION: _____

RFP, APPENDIX C
[CONTRACT, ATTACHMENT J, STATEMENT OF WORK EXHIBITS]

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 subcontracts 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 Contract 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-Contract 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.

RFP, APPENDIX C
[CONTRACT, ATTACHMENT J, STATEMENT OF WORK EXHIBITS]

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)

RFP, APPENDIX C
[CONTRACT, ATTACHMENT J, STATEMENT OF WORK EXHIBITS]

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 Contracts. This chapter shall be superseded by a collective bargaining Contract 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)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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RFP, APPENDIX C
[CONTRACT, ATTACHMENT L, STATEMENT OF WORK EXHIBITS]

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay 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 time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A Contract, or under a cafeteria services Contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a Contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded Contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A Contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services Contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A Contracts and/or one or more cafeteria services Contracts; or

2. An individual or entity that enters into a subcontracts with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's Contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "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. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

RFP, APPENDIX C
[CONTRACT, ATTACHMENT L, STATEMENT OF WORK EXHIBITS]

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A Contracts and cafeteria services Contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A Contracts or cafeteria services Contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A Contract or a cafeteria services Contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future Contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A Contracts and cafeteria services Contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (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 Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A Contract, or a cafeteria services Contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on Contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A Contract or a cafeteria services Contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any Contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A Contract or cafeteria services Contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A Contract or cafeteria service Contract is terminated by the county prior to its expiration, any new Contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A Contract or a predecessor cafeteria services Contract for at least six months prior to the date of a new Contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new Contract.

RFP, APPENDIX C
[CONTRACT, ATTACHMENT L, STATEMENT OF WORK EXHIBITS]

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a Contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new Contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A Contract or a cafeteria services Contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the Contract; and/or
2. Recommend to the board of supervisors the termination of the Contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county Contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, 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 Contracts. Any provision of this chapter shall be superseded by a collective bargaining Contract that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

RFP, APPENDIX C
[CONTRACT, ATTACHMENT L, STATEMENT OF WORK EXHIBITS]

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the Contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the Contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the Contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

RFP, APPENDIX C
[CONTRACT, ATTACHMENT M, STATEMENT OF WORK EXHIBITS]

Exhibit K



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										

Authorized Signature:	Date: ____/____/____	Title:	Telephone Number (include area code) (____) _____	Page: ____ of ____
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RFP, APPENDIX C
[CONTRACT, ATTACHMENT N, STATEMENT OF WORK EXHIBITS]

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____,
(Name of Owner or Company Representative) (Title)

Do hereby state: That I pay or supervise the payment of the persons employed by:

_____ on the _____
(Company or subcontractor Name) (Service, Building, or Work Site)

that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

1. That any payrolls otherwise under this Contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Contract.
2. That:
 - A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the Contract have been or will be paid to appropriate programs for the benefit of such employees.
 - B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the Contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

RFP, APPENDIX C
[CONTRACT, ATTACHMENT P, STATEMENT OF WORK EXHIBITS]

CIVIL RIGHTS PROVISION

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender, or disability. The Contractor shall sign and adhere to the "Contractor's EEO Certification".

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Contract between Los Angeles County and the federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements that must be adhered to by DPSS, its Contractors, and subcontractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar forms the Contractors already have in place. (Note: Similar forms that the Contractors use must be forwarded to DPSS for clearance);
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

RFP, APPENDIX C
[CONTRACT, ATTACHMENT Q, STATEMENT OF WORK EXHIBITS]

**STATEWIDE FINGERPRINT IMAGING SYSTEM
CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE
OF CIVIL RIGHTS RESOLUTION CONTRACT
WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Contractor" agree to comply with the Civil Rights Resolution Contract the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Contractor", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non-discriminatory.

As a Contractor with DPSS, "Contractor," agrees to comply with the provisions set forth in the Resolution Contract aforementioned. Further, "Contractor", agrees to comply with the requirements of the Resolution Contract and "Contractor" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Contract.

By signing this form we," Company," agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

RFP, APPENDIX C
[CONTRACT, ATTACHMENT R, STATEMENT OF WORK EXHIBITS]

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> ETHNIC GROUP IDENTIFICATION
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> RELIGION	<input type="checkbox"/> SEX
<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> AGE	<input type="checkbox"/> COLOR
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> DOMESTIC PARTNERSHIP

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line
above if you give
consent.

CONSENT GRANTED — By initialing this option, the Department of Public Social Services, Civil Rights Section, is authorized to reveal my identity and other personal information to persons at the organization or institution under investigation and to Federal and State agencies in accordance with applicable federal and State laws and regulations, and to receive material and information including, but not limited to, applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
above if you do
not give consent.

CONSENT DENIED — I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint will not be investigated as a result of my refusal to give my consent for the release of this information.

(SIGNATURE)

(DATE)

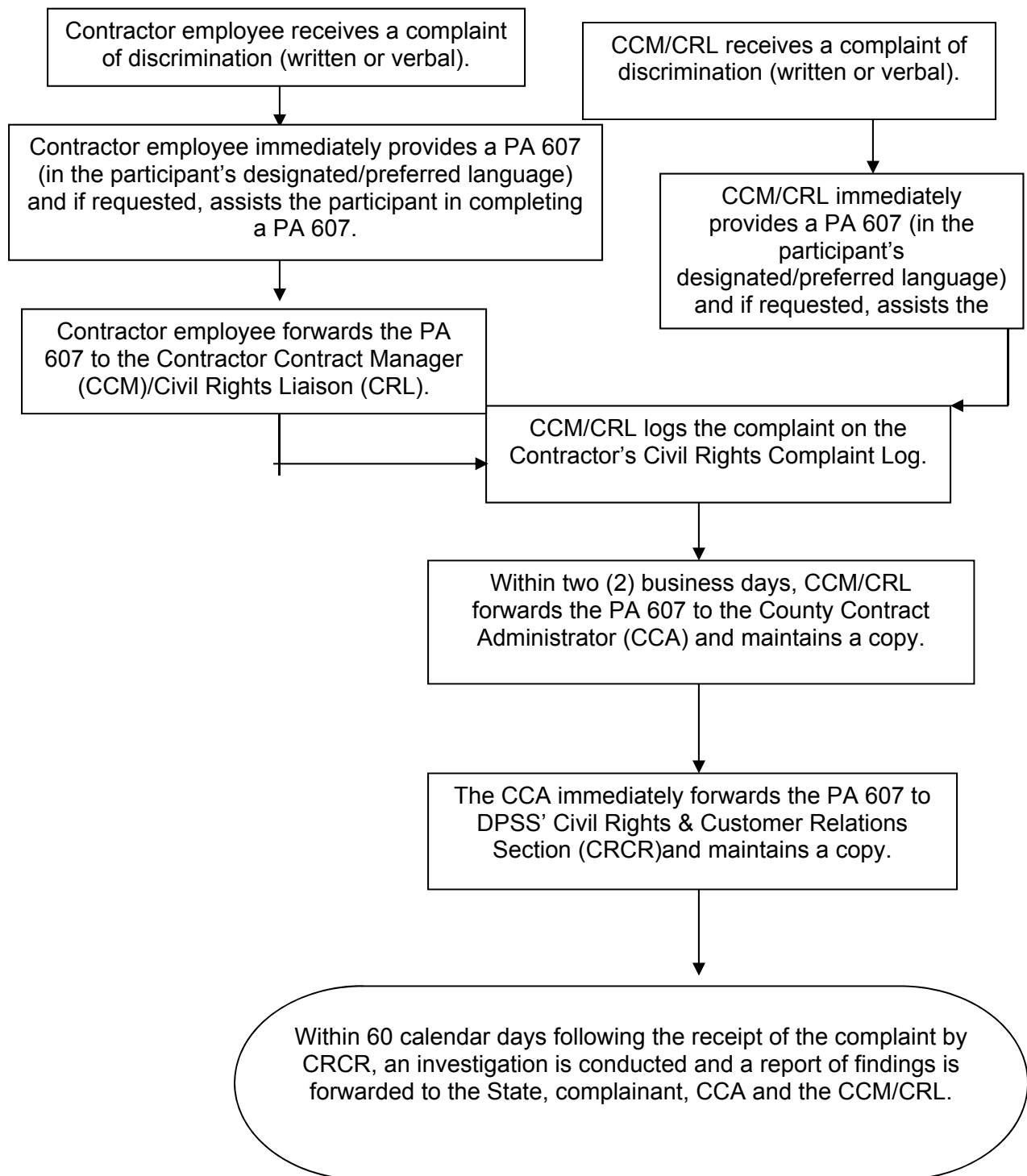
ADDRESS:

TELEPHONE:

PA – 607 (REVISED 06/11)

RFP, APPENDIX C
[CONTRACT, ATTACHMENT S, STATEMENT OF WORK EXHIBITS]

**CIVIL RIGHTS COMPLAINT FLOWCHART
CONTRACTOR PROCESS**



RFP, APPENDIX C
[CONTRACT, ATTACHMENT T, STATEMENT OF WORK EXHIBITS]

CIVIL RIGHTS TRAINING REPORT

Contractor:

Address:

Contract Manager:

Phone Number:

Number of staff who attended Civil Rights Training:

Date of Civil Rights Training:

Miscellaneous Information:

**APPENDIX D REQUIRED FORMS
TABLE OF CONTENTS**

<u>EXHIBITS</u>	<u>PAGE</u>
BUSINESS FORMS	
1. Proposer’s Organization Questionnaire/Affidavit	172
2. Prospective Contractor References	174
3. Prospective Contractor List of Contracts.....	175
4. Prospective Contractor List of Terminated Contracts.....	176
5. Certification of No Conflict of Interest.....	177
6. Familiarity with the County Lobbyist Ordinance Certification	178
7. Request for Local SBE Preference Program Consideration and CBE Firm/Information (Two forms available for Exhibit 7).....	179
8. Proposer’s EEO Certification	181
9. Attestation of Willingness to Consider GAIN/GROW Participants.....	182
10. Contractor Employee Jury Service Program Certification Form and Application For Exemption	183
COST FORMS	
11. Three Year Cost Proposal.....	184
12. Certification of Independent Price Determination and Acknowledgement Of RFP Restrictions	185
13. Sample Budget Sheet Format for SFIS Terminal Operators	186
14. Employee Benefits	187
LIVING WAGE FORMS	
15. Acknowledgement And Statement of Compliance	188
16. Labor/Payroll/Debarment History	189
17. Contractor Living Wage Declaration	190
18. Application for Exemption	191
19. Model Contractor Staffing Plan	194
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	
20. Transitional Job Opportunities Preference Application	195
DEFAULTED PROPERTY TAX REDUCTION PROGRAM	
21. Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	196

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	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. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

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

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
------	---------------------

Name	Year of Name Change
------	---------------------

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

APPENDIX D REQUIRED FORMS

RFP Appendix D, Exhibit 1
Page 2 of 2

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☐ Yes ☐ No _____ years' experience, within the last ____ years

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 Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

APPENDIX D REQUIRED FORMS

RFP Appendix D, Exhibit 2

**STATEWIDE FINGERPRINT IMAGING SYSTEM
PROSPECTIVE CONTRACTOR REFERENCES**

CONTRACTOR'S NAME: _____

List Five (5) References where the same or similar scope of services was provided in order to meet the Minimum Requirements stated in this solicitation.

1.Name of Firm	Address of Firm	Contact Person
Telephone # ()	Fax # ()	
Name or Contract No. # of Years / Term of Contract		Type of Service
Dollar Amt.		

2. Name of Firm	Address of Firm	Contact Person
Telephone # ()	Fax # ()	
Name or Contract No. # of Years / Term of Contract		Type of Service
Dollar Amt.		

3. Name of Firm	Address of Firm	Contact Person
Telephone # ()	Fax # ()	
Name or Contract No.		# of Years / Term of Contract Type of Service
Dollar Amt.		

4. Name of Firm	Address of Firm	Contact Person
Telephone # ()	Fax # ()	
Name or Contract No.		# of Years / Term of Contract Type of Service
Dollar Amt.		

5. Name of Firm	Address of Firm	Contact Person
Telephone # ()	Fax # ()	
Name or Contract No.		# of Years / Term of Contract Type of Service
Dollar Amt.		

APPENDIX D REQUIRED FORMS

RFP Appendix D, Exhibit 3

STATEWIDE FINGERPRINT IMAGING SYSTEM 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. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	
()		()

Name or Contract No.	# of Years / Term of Contract	Type of Service
Dollar Amt.		

2. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	
()		()

Name or Contract No.	# of Years / Term of Contract	Type of Service
Dollar Amt.		

3. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	
()		()

Name or Contract No.	# of Years / Term of Contract	Type of Service
Dollar Amt.		

4. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	
()		()

Name or Contract No.	# of Years / Term of Contract	Type of Service
Dollar Amt.		

5. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	()

Name or Contract No.	# of Years / Term of Contract	Type of Service
Dollar Amt.		

APPENDIX D REQUIRED FORMS

RFP Appendix D, Exhibit 4

**STATEWIDE FINGERPRINT IMAGING SYSTEM
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 Person
Telephone #	Fax #	
()	()	

Name or Contract No.	Reason for Termination:
----------------------	-------------------------

2. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	
()	()	

Name or Contract No.	Reason for Termination:
----------------------	-------------------------

3. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	
()	()	

Name or Contract No.	Reason for Termination:
----------------------	-------------------------

4. Name of Firm	Address of Firm	Contact Person
Telephone #	Fax #	
()	()	

Name or Contract No.	Reason for Termination:
----------------------	-------------------------

**STATEWIDE FINGERPRINT IMAGING SYSTEM
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.

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

**STATEWIDE FINGERPRINT IMAGING SYSTEM
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: _____

Use this form for County Solicitations which **are not** subject to the Federal

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

☐ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

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

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

Total Number of Employees (including owners): _____

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

Revised 10/03/11

Use this form for County Solicitations which **are not** subject to the Federal Restriction

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:** _____

- ☐ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ The NAICS Code shown corresponds to the services in this solicitation.
- ☐ Attached is my CCR certification page.

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

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

Total Number of Employees (including owners): _____

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

Revised 10/03/11

**STATEWIDE FINGERPRINT IMAGING SYSTEM
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)

**STATEWIDE FINGERPRINT IMAGING SYSTEM
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax#: _____

GAIN/GROW ATTESTATION - 10-14-03

**STATEWIDE FINGERPRINT IMAGING SYSTEM
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

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

<u>Company Name:</u>		
<u>Company Address:</u>		
<u>City:</u>	<u>State:</u>	<u>Zip Code:</u>
<u>Telephone Number:</u>		
<u>Solicitation For</u>	<u>Services:</u>	

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 Contract (attach Contract) 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.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

THREE-YEAR COST PROPOSAL									
A	B	C	D	E	F	G	H	I	J
	Full-Time Equivalent (FTE)	Annual Hours (Per FTE)	Total Annual Hours	Regular Hourly Rate	Regular Annual Total	Overtime Hourly Rate	Total Annual OT Hours (Not to exceed 27071 hrs)	Overtime Annual Total	ANNUAL GRAND TOTAL
Proposed Costs	44	2080	91520	\$0.00	\$0.00	\$0.00	27,071	\$0.00	\$0.00
TOTAL PROPOSED COST FOR 3-YEAR PERIOD				\$0.00					
Worksheet Description									
A. Static Pre-defined Column by County - Headings									
B. Static Pre-defined Column by County - 44 FTEs is the total number of intermediate clerks specified in the RFP									
C. Static Pre-defined Column by County - 2,080 Annual FTE Hours determined by multiplying 52 (weeks) X 40 (hours) = 2,080									
D. Static Pre-defined Column by County - 91,520 Total Annual Hours determined by multiplying 44 (FTEs) x 2080 (Annual Hours) = 91,520 Regular Hours									
E. Proposer Entry Required - Enter the hourly rate charged per FTE									
G. The overtime rate is calculated automatically based on the hourly rate entered in "Column E" and is determined by multiplying "Column E" X 1.5									
H. Static Pre-defined Column by County - 615.25 hours is the maximum amount of hours that can be worked by each FTE. "Column H" is determined by multiplying 615.25 X 44 FTEs = 27,071 hours									
J. Static Pre-defined Column by County - Calculated Grand Totals									

STATEWIDE FINGERPRINT IMAGING SYSTEM**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 Contract with any other Proposer or competitor for the purpose of restricting competition.
- B. List names and telephone number(s) of all person(s) 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 shall reject this proposal.

 Name of Firm

 Print Name of Signer

 Title

 Signature

 Date

EMPLOYEE BENEFITS
For
SFIS TERMINAL OPERATORS

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 \$ _____

Paid Holidays:

Number of Days _____ per year

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/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



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

Firm must complete and submit a separate form (make photocopies of form) **for each instance of** (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.

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

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

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

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

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance: _____

Group Number: _____

Health Benefit(s) Payment Schedule:

- ☐ Monthly ☐ Quarterly ☐ Bi-Annual
- ☐ Annually ☐ Other: _____

(Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The Contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) 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 Program.

Company Name:			
<u>Company Address:</u>			
<u>City:</u>	State:	Zip Code:	
<u>Telephone Number:</u>	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

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

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c) (3) (*attach IRS Determination Letter*).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the Contract period will have 20 or fewer full- and part-time employees; **AND**
 - ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed Contract amount; **OR**
 - ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed Contract amount.
 - ☐ 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.

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

- ☐ My business is subject to a bona fide Collective Bargaining Contract(*attach Contract*); **AND**
- ☐ the Collective Bargaining Contract expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Contract 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 Contract):

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:

REVIEWED BY COUNTY:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>



COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a Contract to the Board of Supervisors.

- ☐ I, or my collective bargaining unit, have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract.

Health Plan Company Name(s):

Company Insurance Group

Number(s): _____

Health Premium Amount Paid by

Employer: _____

Health Premium Amount Paid by

Employee: _____

Health Benefit(s) Payment Schedule:

- | | | |
|-----------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Bi-Annual |
| <input type="checkbox"/> Annually | <input type="checkbox"/> Other: | |

(Specify) _____

- ☐ I, or my collective bargaining unit, do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract.

STATEWIDE FINGERPRINT IMAGING SYSTEM LIVING WAGE PROGRAM Plan Format - MODEL CONTRACTOR STAFFING PLAN

[illegible]

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the Contracting department.

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:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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

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

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.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

Date: _____

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

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

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

***A Request for a Disqualification Review must be received by the County
by the date specified in the Non-Responsive Letter***

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter**.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

**NOTICE OF INTENT TO REQUEST A
PROPOSED CONTRACTOR SELECTION REVIEW**

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

The above-referenced vendor is a bidder/proposer with respect to the above-referenced solicitation. Vendor notifies the County of its intent to request a Proposed Contractor Selection Review (PCSR).

Once the department has completed contract negotiations with the selected proposer, the department will provide each vendor that has timely submitted a Notice of Intent to Request a PCSR an opportunity to request a PCSR. Vendor understands that this Notice of Intent to Request a PCSR **must be received by** the County by **[insert deadline]** in order for the vendor to be provided such an opportunity.

Vendor ☐ requests ☐ does not request copies of the recommended proposer's proposal and corresponding evaluation documents when available for release. Vendor understands that copies of the recommended proposer's proposal and corresponding evaluation documents will be provided by the department at such time as the department provides each vendor that has timely submitted a Notice of Intent to Request a PCSR with instructions for requesting a PCSR.

Notice submitted by:

(Name) (Title)

For County use only

Date Notice Received by County: _____

TRANSMITTAL FORM TO REQUEST A REQUEST FOR PROPOSALS **PROPOSED CONTRACTOR SELECTION REVIEW**

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

The above-referenced vendor, a proposer with respect to the above-referenced solicitation, is requesting a **Proposed Contractor Selection Review** based on the assertions shown below. Vendor understands that this request **must be received** by the County within **[insert number of days]** of the Debriefing Meeting.

Vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- ☐ Department materially failed to follow procedures specified in its solicitation document
- ☐ Department made identifiable mathematical or other errors in evaluating proposals
- ☐ A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ☐ Another basis for review as provided by state or federal law, explain below:

Vendor must provide detailed factual support for each reason checked above. The support must be sufficiently detailed to demonstrate that, but for the reasons checked above, the vendor would have been the highest-scored proposer. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____	Date of Debriefing Meeting: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Vendor: _____	

TRANSMITTAL FORM TO REQUEST A REQUEST FOR PROPOSALS COUNTY REVIEW PANEL

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

For the reasons stated in the above-referenced vendor's Transmittal Form to Request a Proposed Contractor Selection Review (PCSR) and any permissible additional reasons stated below, the vendor is requesting a County Review Panel. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR**. In addition to the reasons stated in the vendor's PCSR, the vendor asserts that the vendor's response to the solicitation should have been determined to be the lowest cost, responsive and responsible bid because of one or more of the following reason(s):

- ☐ Department materially failed to follow procedures specified in its solicitation document
- ☐ Department made identifiable mathematical or other errors in evaluating proposals
- ☐ A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ☐ Another basis for review as provided by state or federal law, explain below:

Vendor understands that these additional reasons will only be considered at the County Review Panel Meeting if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR. Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the lowest cost, responsive and responsible bidder and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's bid and/or with respect to the recommended bidder's bid. *(Attach additional pages and supporting documentation as necessary.)*

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered at the County Review Panel Meeting. Vendor has included all documents and other material needed to support the assertions.

Please check one:

- ☐ I will have legal counsel at the County Review Panel Meeting
- ☐ I will *not* have legal counsel at the County Review Panel Meeting

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Date request submitted to the ISD to convene a Panel: _____

Date of County Review Panel Meeting: _____

Date report due from Panel: _____

Date report sent by Department to Vendor: _____

Results of Panel Report: ☐ Protest Denied ☐ Protest Valid

Comments : _____

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.

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:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

- 1) Vendor Name: ARROWHEAD EMANCIPATION PROGRAM
Alias:
Debarment Start Date:
7/8/2008 Debarment End Date: Permanently Debarred
Principal Owners and/or Affiliates:
Irma F. Reed And Charlene Williams
- 2) Vendor Name: G COAST CONSTRUCTION INC.
Alias:
Debarment Start Date:
9/11/2007 Debarment End Date: 9/10/2012
Principal Owners and/or Affiliates:
Ezra Levi
- 3) Vendor Name : INSPECTION ENGINEERING CONSTR
Alias:
Inspection Engineering Construction
Debarment Start Date:
6/13/2006 Debarment End Date: 6/12/2016
Principal Owners and/or Affiliates:
Jamal Deaifi

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declarations.
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 auditor-controller. (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 person or entity who or which owns an interest of 10 percent or more in a Contractor, subcontractor, or vendor.

B. "Contract" means any contract 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.

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.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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. 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.

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.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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 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.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

(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 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's principals 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.

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.

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

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

**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 whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

**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, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2011)
Cat. No. 205991

**GUIDELINES FOR ASSESSMENT OF PROPOSER
LABOR LAW/PAYROLL VIOLATIONS**

COUNTY DETERMINATION Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

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 date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- 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

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 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website; <http://ag.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://ag.gov/charities>

BACKGROUND AND RESOURCES CALIFORNIA CHARITIES REGULATION

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 contract 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.)

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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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 contracts 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;
 - 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 contract, where the Contractor was certified at the time the master contract was entered into and at any subsequent renewal, extension and/or amendment to the master contract.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program contracts 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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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-contract 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.

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.)