

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020

REQUEST FOR PROPOSALS (RFP) #11-053B

FOR

SAFE CHILDREN STRONG FAMILIES (SCSF) SERVICES
(FAMILY PRESERVATION AND PARTNERSHIPS FOR FAMILIES SERVICES)



September 24, 2015

Department of Children and Family Services
SAFE CHILDREN STRONG FAMILIES (SCSF) SERVICES
FAMILY PRESERVATION AND PARTNERSHIPS FOR FAMILIES SERVICES
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Department of Children and Family Services
SAFE CHILDREN STRONG FAMILIES (SCSF) SERVICES
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1.0 INTRODUCTION

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 vision of DCFS is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, 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'S Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 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.

DCFS Mission Statement

The County's Department of Children and Family Services is the County agency with the duty to establish, manage and provide a system of service which ensures the following: that children are safe from abuse, neglect and exploitation; families who provide safe environments for children are strengthened; children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development; children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and, youth who reach adulthood under DCFS care are provided the opportunity to succeed.

2.0 PURPOSE FOR SAFE CHILDREN AND STRONG FAMILIES (SCSF) SERVICES

The purpose of this Request for Proposals (RFP) is to solicit proposals to provide a continuum of coordinated responses to address diverse levels of need, intended to strengthen families through the provision of targeted services, activities, and supports.

In order to engage families, increase child safety, reduce reliance on out of home care, improve permanency outcomes, and improve child and family well being, the Los Angeles County Department of Children and Family Services (DCFS) developed the Safe Children and Strong Families (SCSF) Service Delivery Continuum. SCSF establishes a continuum of care for children who have been victims of abuse and/or neglect, as well as for those at risk. The SCSF service delivery continuum is inclusive of services and supports ranging from those aimed to prevent the occurrence or reoccurrence of child abuse and neglect among families that are not involved with DCFS or those exiting the DCFS system to interventions designed to counter the negative effects of child maltreatment among families under the supervision of DCFS to services that facilitate and support permanency for children placed in out-of-home care and adoptive homes.

SCSF is designed to provide an array of services to children and families that meets families “where they are” along the continuum of services. The service delivery continuum includes five contract programs: Adoption Promotion and Support Services (APSS), Child Abuse and Neglect Prevention and Intervention Treatment (CAPIT), Family Preservation (FP) Services, Prevention and Aftercare Services (PAS), and Partnerships for Families (PFF). Three of the programs APSS, CAPIT and PAS have been awarded contracts via a previous solicitation.

NOTE: As a result of the Settlement Agreement (2011) in Katie A. v. Bonta, the State of California has agreed to take a series of actions that are intended to transform the way children or youth in California who are in foster care, or who are at imminent risk of foster care placement, receive access to mental health services, including assessment and individualized treatment, consistent with what has been defined as a Core Practice Model that creates a coherent and all-inclusive approach to service planning and delivery.

2.1 Statement(s) of Work

The following two programs are currently being solicited for services under this RFP:

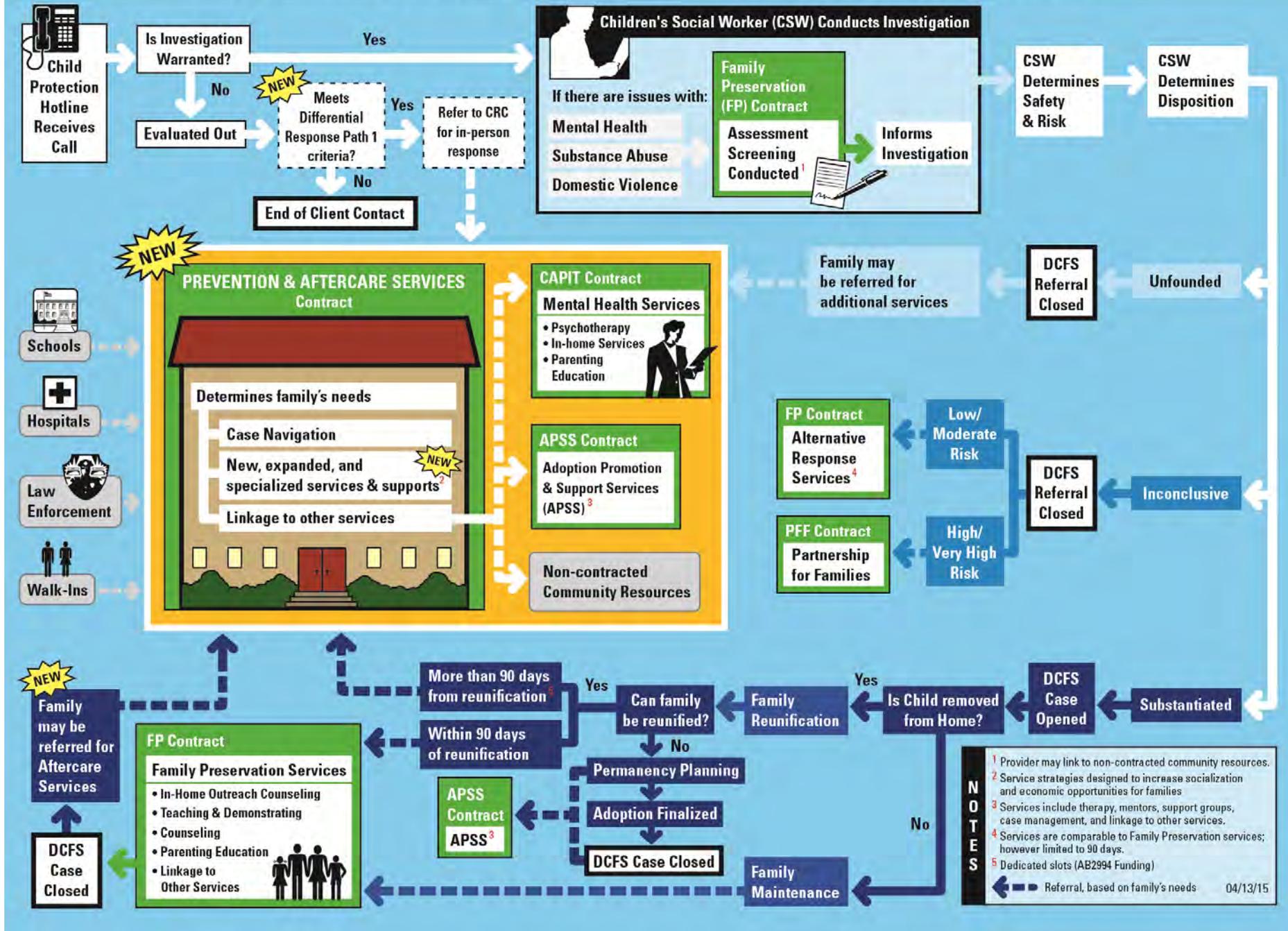
- Family Preservation Services - designed to identify a family’s needs and address those needs through various interventions, including alternative response and family preservation services. This SCSF program component targets DCFS or Probation involved families and emphasizes quality assessments and increased family involvement in case planning, to more accurately determine where the family’s needs are best met along the continuum.
- Partnerships For Families (PFF) - short-term, family centered services and interventions designed to diminish factors known to be associated with child abuse and neglect among high to very high risk families, as well as families that include women with “high risk pregnancies”. Collaboration with community partners, including stakeholders and other community based organizations, is a critical component of PFF that facilitates service provision that effectively meets the needs of children and families in Los Angeles County.

Prospective bidders shall determine their agency's ability to provide the service deliverables delineated in the various components of the SCSF service delivery continuum and have the option of bidding for both program contracts. Using a collaborative, coordinated approach, prospective contractors will be expected to assist families in their navigation across the service delivery continuum. This will require close case coordination with other SCSF contracted agencies, and functional relationships with existing community organizations in order to maximize the array of services, supports, and resources available for children and families. These partnerships will serve to build a comprehensive and cohesive network of services and supports that strengthen families and keep children safe.

2.2 Funding for Safe Children and Strong Families Services

Please refer to the chart on Page 5 entitled, "Range of Contract Awards and Funding Allocations per Category" for details regarding funding and Contract award.

SAFE CHILDREN & STRONG FAMILIES SERVICE DELIVERY CONTINUUM



County of Los Angeles - Department of Children and Family Services
 Safe Children and Strong Families (SCSF) Services - RFP #11-053B)
RANGE OF CONTRACT AWARDS and FUNDING ALLOCATIONS PER CATEGORY

FUNDING PER PROGRAM¹	FAMILY PRESERVATION (FP) APPENDIX A1
	\$29,445,000

PARTNERSHIPS for FAMILIES (PFF) APPENDIX A2
\$10,600,000

DCFS REGIONAL OFFICE	Range of Contract Award Amounts	FP Funding Allocations per Regional Office
Belvedere	\$350,000 to 600,000	\$2,200,000
Compton	\$350,000 to 750,000	\$2,250,000
El Monte	\$680,000	\$680,000
Glendora	\$350,000 to 500,000	\$1,500,000
Lancaster	\$350,000 to 500,000	\$1,400,000
Metro North	\$350,000 to 500,000	\$1,900,000
Palmdale	\$350,000 to 500,000	\$1,400,000
Pasadena	\$350,000 to 500,000	\$1,500,000
Pomona	\$475,000	\$950,000
San Fernando Valley	\$350,000 to 500,000	\$1,500,000
Santa Clarita	\$350,000 to 600,000	\$1,200,000
Santa Fe Springs	\$350,000 to 400,000	\$1,600,000
South County	\$350,000 to 700,000	\$2,500,000
Torrance	\$350,000 to 500,000	\$1,500,000
Vermont Corridor	\$350,000 to 500,000	\$2,000,000
Wateridge	\$350,000 to 400,000	\$2,900,000
West Los Angeles	\$625,000	\$625,000
West San Fernando Valley	\$475,000	\$950,000
American Indian (AI)	\$395,000	\$395,000
Asian Pacific Islander (API)	\$495,000	\$495,000
Total		\$29,445,000

SPA	Projected Number of Contracts for PFF	PFF Funding Allocations per SPA
SPA 1	1	\$961,526
SPA 2	1	\$1,339,074
SPA 3	1	\$1,390,002
SPA 4	1	\$818,247
SPA 5	1	\$400,000
SPA 6	1	\$2,118,616
SPA 7	1	\$1,454,511
SPA 8	1	\$1,318,024
Countywide American Indian	1	\$400,000
Countywide Asian Pacific Islander	1	\$400,000
Total Number of Contracts	10	

1. The funding allocations and number of Contracts to be awarded are projections and subject to change. Funding will be apportioned based upon an evaluation of the agency's capacity and other similar objective measures as reflected in the winning proposals for each catchment area.

2.3 Sample Agreement: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix A (as applicable), of this RFP.

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 C - Technical Exhibits (as applicable).

2.3.1 Anticipated Contract Term

The anticipated initial contract term is three years with two one-year options for a maximum contract term of five years.

2.3.2 Contract Rates

The CONTRACTOR's rates shall remain firm and fixed for the term of the Contract.

2.3.3 Days of Operation

Please refer to Appendices A1 and A2 – Sample Contract, Unique Terms and Conditions, Hours of Operations, for the days of operation for each Contract.

2.3.4 Indemnification and Insurance

CONTRACTOR shall be required to comply with the indemnification provisions contained in the Sample Contract, Standard Terms and Conditions, Indemnification. 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 Sample Contract, Unique Terms and Conditions, Insurance Requirements.

2.3.5 SPARTA Program

A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTOR's in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

3.0 PROPOSER'S MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendices B1 and B2 - Statements of Work, of this RFP are invited to submit proposal(s) provided they meet the following requirements:

- Proposer must submit their Proposal(s) for PARTNERSHIPS FOR FAMILIES by 12:00 PM, PST, on Tuesday, November 3, 2015.
- Proposer must submit their Proposal(s) for FAMILY PRESERVATION by 12:00 PM, PST, on Tuesday, December 1, 2015.
- Proposer must have, or be willing to establish, an administrative business office located within or adjacent to the County of Los Angeles. The address of proposer's administrative business office must be included in the Proposal;
- Proposer must demonstrate a minimum of 2 years within the last 3 years administering Federal, State, County or City contracts; and
- Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or a public entity and be tax exempt under 501(c)(3) of the Internal Revenue Code.

In addition to the requirements listed in Section 3.0, the Proposer must also meet the following Minimum Mandatory Requirements for the SCSF service category for which the services are being proposed:

3.1 Family Preservation Services

Proposer must have a minimum of five (5) years experience within the last seven (7) years, providing social services to families or coordinating social services among other community providers similar to the services listed in Appendix B1, Statement of Work for Family Preservation Services.

3.2 Partnerships for Families Services

Proposer must have a minimum of three (3) years experience within the last five (5) years, providing social services to families or coordinating social services among other community providers similar to the services listed in Appendix B2, Statement of Work for Partnerships for Families.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

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

4.1 Final Contract Award by the Board of Supervisors

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

4.2 County Option to Reject Proposals

The COUNTY may, at its sole discretion, reject any or all proposals submitted in response to this RFP. COUNTY also reserves the right to cancel this RFP, at its sole discretion, at any time prior to approval of a Contract by the Los Angeles County Board of Supervisors. 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.

4.3 County's Right to Amend Request for Proposals

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 being found non-responsive and 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.

4.4 Background and Security Investigations

CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff and volunteers as well as all subcontractors' staff, prior to beginning and continuing work under any resulting Contract (please see the Sample Contract, Unique Terms and Conditions, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR and subcontractors whether or not the CONTRACTOR's or subcontractor's staff passes or fails the background and criminal clearance investigations.

4.5 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 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.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

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

5.1.1 Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 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 proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

5.2 Contact with County Personnel

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

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Contracts Administrator (SCSF Services)
E-mail Address: DCFS_PSSFSCSF@dcsf.lacounty.gov

If it is discovered that Proposer contacted and/or 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.

Proposers are encouraged to monitor the DCFS' website at, www.lacdcfs.org/contracts/index.html and/or the Los Angeles County website at <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidLookUpFrm.asp> for additional information throughout the open period of this solicitation. Prospective proposers assumes all risks associated with relying on information retrieved from unaffiliated (*not posted by the County of Los Angeles*) third-party websites as the information may be incomplete or inaccurate.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a Contract award, all potential CONTRACTORS must register in 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 the COUNTY's home page at <http://camisvr.co.la.ca.us/webven>.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in Section 5.4.3 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.

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

5.4.3 Grounds for Review

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

- Review of Solicitation Requirements (Reference Section 7.3 in the Proposal Submission Requirements Section)

- Review of a Disqualified Proposal (Reference Section 8.3, Disqualification Review in the Selection Process and Evaluation Criteria Section)
- Review of Proposed CONTRACTOR Selection (Reference Section 8.6 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program (IIPP)

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

5.6 Confidentiality and Independent Contractor Status

As appropriate, CONTRACTOR shall be required to comply with the Confidentiality and Independent CONTRACTOR Status provisions contained in Appendix A, Sample Contracts (as applicable).

5.7 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 he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit 3 - Certification of No Conflict of Interest.

5.8 Determination of Proposer Responsibility

5.8.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible Proposers.

5.8.2 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.

- 5.8.3 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 nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall 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.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on COUNTY Contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the COUNTY may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other COUNTY Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the COUNTY may terminate any or all of the Proposer's existing Contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following:
- (1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY;
 - (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created

by the COUNTY, or engaged in a pattern or practice which negatively reflects on same;

- (3) committed an act or offense which indicates a lack of business integrity or business honesty; or
- (4) made or submitted a false claim against the COUNTY or any other public entity.

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

5.9.3 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.

5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board 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.

5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following:

- (1) elimination of the grounds for which the debarment was imposed;
- (2) a bona fide change in ownership or management;
- (3) material evidence discovered after debarment was imposed; or
- (4) any other reason that is in the best interests of the COUNTY.

5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where:

- (1) the Proposer has been debarred for a period longer than five (5) years;
- (2) the debarment has been in effect for at least five (5) years; and
- (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.

5.9.7 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.

5.9.8 These terms shall also apply to proposed subcontractors of Proposers on COUNTY Contracts.

5.9.9 Appendix H 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.

5.10 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 Orders and Notice of Assignment and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliant CONTRACTOR (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in

the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the COUNTY's consideration of the Proposer's submission. A Proposer 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.

5.11.2 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.

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby COUNTY officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each 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 9, as part of their proposal.

5.13 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, Appendix I of this solicitation.

5.14 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. 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 13, along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the COUNTY's policy on recycled bond paper as specified in Appendix A, Appendices A1 and A2, Sample Contracts.

5.16 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 J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

5.17 Jury Service Program

The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective CONTRACTOR's should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of Appendix A, Appendices A1 and A2, Sample Contracts, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both CONTRACTOR's and their subcontractors.

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

5.17.1 The Jury Service Program requires CONTRACTOR's and their subcontractors to 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. 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 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR's full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

5.17.2 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 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. 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 second exception applies to CONTRACTORS that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The CONTRACTOR is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.3 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 14 and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the CONTRACTOR's application, the COUNTY will determine, in its sole discretion, whether the CONTRACTOR falls within the definition of CONTRACTOR or meets any of the exceptions to the Jury Service Program. The COUNTY's decision will be final.

5.18 Notification to County of Pending Acquisition/Mergers

The Proposer shall notify the COUNTY of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Exhibit 1 - Proposer's Organization Questionnaire/Affidavit as set forth in Appendix D – Required Forms. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify COUNTY of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to the COUNTY upon the occurrence of any event giving rise to a change in its previously-reported information.

5.19 Proposer's Charitable Contributions Compliance

5.19.1 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. 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.

5.19.2 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, Exhibit 27 as set forth in Appendix D – Required Forms. A completed Exhibit 27 is a required part of any agreement with the COUNTY.

5.19.3 In Exhibit 27, 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 agreement,

- 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.

5.19.4 Prospective COUNTY CONTRACTORS that do not complete Exhibit 27 as part of the solicitation process may, in the COUNTY's sole discretion,

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

5.20 Defaulted Property Tax Reduction Program

The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective CONTRACTORS should carefully read the Defaulted Tax Program Ordinance, Appendix M, and the pertinent provisions of the Sample Contract, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both CONTRACTORS and their subcontractors.

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, Exhibit 28 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the non-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.

5.21 Time Off for Voting

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

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Transitional Job Opportunities Preference Program (APPLIES TO PFF SERVICES ONLY)

6.1.1 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: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services 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 proposal response to the 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 program participants; and 3) provide a profile of their program with 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.

- 6.1.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. COUNTY must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 6.1.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D, Required Forms – Exhibit 29 and submit it along with all supporting documentation with their proposal.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

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

Proposers may apply for one or both contract service categories. A separate and complete proposal (Business and Cost) must be submitted for each geographic catchment area or Service Planning Area where the Proposer plans to provide SCSF services. Zip codes are included for each service area and SPA as Technical Exhibits to the SOWs.

7.1 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. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

7.2 RFP Timetable

There are two timelines, one for Family Preservation and one for Partnerships for Families services. Both timelines represents the COUNTY's best estimate of the schedule that shall be followed in this procurement process. COUNTY reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timelines shall be provided to all Proposers who request a copy of the RFP. Please note that all times indicated are Pacific Standard Time.

SAFE CHILDREN STRONG FAMILIES (SCSF) SERVICES
 FAMILY PRESERVATION AND PARTNERSHIPS FOR FAMILIES SERVICES - REQUEST FOR PROPOSALS (RFP) #11-053B

TIMELINES FOR PARTNERSHIPS FOR FAMILIES and FAMILY PRESERVATION SERVICES

PARTNERSHIPS FOR FAMILIES	
Release RFP	September 24, 2015
Written Questions Due	October 2, 2015; 5:00 PM
Deadline to Submit Request for Solicitation Requirements Review	October 8, 2015; 5:00 PM
Proposer's Conference	October 8, 2015
Questions and Answers Released	On or about October 20, 2015
Deadline for Proposal Submission	November 3, 2015; 12 PM
Notification of Disqualification	On or about November 13, 2015
Deadline to Request Disqualification Review	November 20, 2015; 5:00 PM
Release Tentative Selection and Non-Selected Notices to Proposers	On or about February 17, 2016
Deadline to Submit Notice of Intent to Request Review of Proposed Contractor Selection	On or about April 18, 2016; 5:00 PM
Deadline to Request Review of Proposed Contractor Selection	On or about May 4, 2016, 5:00 PM
Board Hearing	October 18, 2016
Anticipated Contract Start Date	January 1, 2017

FAMILY PRESERVATION	
Release RFP	September 24, 2015
Written Questions Due	October 2, 2015; 5:00 PM
Deadline to Submit Request for Solicitation Requirements Review	October 8, 2015; 5:00 PM
Proposer's Conference	October 8, 2015
Questions and Answers Released	On or about October 20, 2015
Deadline for Proposal Submission	December 1, 2015; 12 PM
Notification of Disqualification	On or about December 18, 2015
Deadline to Request Disqualification Review	December 29, 2015; 5:00 PM
Release Tentative Selection and Non-Selected Notices to Proposers	On or about June 17, 2016
Deadline to Submit Notice of Intent to Request Review of Proposed Contractor Selection	On or about October 7, 2016; 5:00 PM
Deadline to Request Review of Proposed Contractor Selection	On or about November 1, 2016, 5:00 PM
Board Hearing	June 6, 2017
Anticipated Contract Start Date	July 1, 2017

7.3 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
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.

7.4 Proposer's Questions

Proposers may submit written questions regarding this RFP by mail or e-mail to the individual identified below. All questions must be received by Friday, October 2, 2015 at 5:00 PM PST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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 Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Contracts Administrator (SCSF Services)
E-mail Address: DCFS_PSSFSCSF@dcfs.lacounty.gov

When submitting questions please identify the name of the contract program, specify the RFP section number, paragraph number, 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.

7.5 Proposers Conference

Two Proposers Conferences will be held on Thursday, October 8, 2015, to discuss the RFP Requirements. The morning session will be for Partnerships for Families only; the afternoon session will be for Family Preservation only. COUNTY staff will respond to questions from potential Proposers during the two conferences. Please note that only answers to questions given in writing should be relied upon in preparing a response to this RFP.

Both conferences will be held at the same location:

LOCATION: Charles Farnsworth Park (Upper Davies Building)
568 East Mount Curve Avenue
Altadena, CA 91001

PARKING: Parking is free and is available on the premises.

7.5.1 The Proposers Conference for Partnerships for Families will be held:

DATE: Thursday, October 8, 2015
TIME: 10:00 AM to 12:00 PM

7.5.2 The Proposers Conference for Family Preservation will be held:

DATE: Thursday, October 8, 2015
TIME: 2:00 PM to 4:00 PM

7.6 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.

A Business Proposal **and** Cost Proposal are required for each of the two (2) programs and for each geographic catchment area or Service Planning Area where the Proposer plans to provide SCSF services.

7.6.1 All proposals must be bound and submitted in the prescribed format below:

- 7.6.1.1 One (1) original proposal and three (3) copies must be typewritten or word-processed on 8½ " X 11" white bond paper with a 1" margin at all borders.
- 7.6.1.2 The proposal and copies must be securely bound in a three-ring binder or other protective covering. Proposals and copies that are paper clipped, stapled, or rubber banded may be rejected, at the COUNTY's sole discretion.
- 7.6.1.3 The proposal and copies' cover binders must state the title of the RFP "Safe Children and Strong Families (SCSF) Services, RFP #11-053B", the name of your organization and the geographical catchment or Service Planning Area, and the program it is submitting for to reflect content and service levels as appropriate.
- 7.6.1.4 Each page must be clearly and consecutively numbered, including all attachments.

7.7 Business Proposal Format

The Business Proposal Format must not exceed a maximum of 45 pages (for FP) and 35 pages (for PFF) per service category/proposal using 12 point, Arial font, single-sided, single-spaced, with 1" margins at all borders, for the following sections:

- Executive Summary should not exceed -- 3 pages
- Proposer's Qualifications should not exceed -- 12 pages
- Proposer's Approach to Providing Required Services should not exceed -- 15 pages for Partnerships for Families; 25 pages for Family Preservation
- Quality Assurance Plan should not exceed -- 5 pages

NOTE: The limitation of 45 pages (for FP) and 35 pages (for PFF) for the business proposal format relates to the four (4) narratives, including the Executive Summary (Section A), the Proposer's Qualifications (Section B), the Program Approach (Section C), and the Quality Assurance Plan (Section D). Proposer-created forms, diagrams, and other relevant attachments are allowable beyond the 45-page limit (for FP) and 35-page limit (for PFF), and may be attached at the end of each of the four (4) narratives.

Page limitations for the above referenced sections will be enforced. Any section of a proposal that exceeds the required page limit will not be evaluated. For example, if the page limit is 10 pages for Section X, and the proposal has 11 pages in Section X, the 11th page will not be evaluated.

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
- Transmittal Letter
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Assurance Plan (Section D)
- Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)
- Business Proposal Required Forms (Section F)
- Last Page of Proposal

7.7.1 Last Page of Proposal

The last page of the proposal must list names of all joint ventures, partners, subcontractors or others having any right or interest in any resultant Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Proposer in a Contract, as follows: (See format below).

Respectfully submitted,

(Firm or Corporate Name)

By: _____

Print Name: _____

Its: _____
(Title, i.e., President, V.P., etc.)

By: _____

Print Name: _____

Its: _____
(Title, i.e., President, V.P., etc.)

Date: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: _____

Federal Tax Identification Number: _____

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

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit, Exhibit 1 as set forth in Appendix D. 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:

- A. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- B. 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.

Limited Partnership:

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

7.7.3 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.

7.7.4 Executive Summary (Section A)

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

7.7.5 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 for: FAMILY PRESERVATION SERVICES (Section B.1)

Proposers shall address relevant background and experience to demonstrate that the Proposer meets the requirement(s) stated below and has the capability to perform the required services as a corporation or other entity.

1. Proposers should describe their experience in providing social services to the different communities within Los Angeles County specifically to the Target Population specified in each of the SOWs;
2. Proposers should describe their experience in developing and maintaining relationships within the areas they propose to service with different community based organizations, community partners, and faith based organizations;
3. Proposers should describe their experience in navigating and advocating for children and families through different service systems especially with obtaining services for children and families from different County departments;

4. Proposers should describe their experience in linking individuals to other community resources and local agencies;
5. Proposers should describe their experience in providing home based services; and
6. Proposers should describe their experience in providing services to children and/or families who have had a history of each of the following: (1) domestic violence; (2) substance abuse; (3) mental health issues; and (4) child abuse and neglect.

**B. Proposer's Background and Experience for:
PARTNERSHIPS FOR FAMILIES SERVICES (Section B.1)**

Proposers shall address relevant background and experience to demonstrate that the Proposer meets the requirement(s) stated below and has the capability to perform the required services as a corporation or other entity.

1. Proposers should describe their history of providing case management, monitoring, crisis intervention, linkage and advocacy; concrete supports for basic needs, psychotherapy, health parenting and/or education programs or resources; structured parent-child and/or family centered activities; domestic violence; mental health or substance abuse related needs; access to early child care and education; and capacity building;
2. Proposers should describe their history of serving the different target populations of at-risk pregnant women and fathers; DCFS referred families with a closed high to very high risk, inconclusive or substantiated referral; and Alternative Response clients;
3. Proposers should describe their experience with using a strength-based approach, such as use of the Protective Factors Framework, and incorporating it into their service delivery model;
4. Proposers should describe their history of addressing disproportionality issues in their service delivery plan;
5. Proposers should describe their experience in building strong and collaborative relationships, including discussing engaging and teaming, with other community partners and County Departments; and

6. Proposers should describe their experience in linking individuals to other community resources and local agencies.

C. Proposer's Reference (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms: Appendix D, Required Forms, Exhibit 5, Prospective Contractor References and Appendix D, Required Forms, Exhibit 6, Prospective Contractor List of Contracts.

The COUNTY will call Proposer's references, listed on Exhibit 5, Prospective Contractor References, within 5-10 business days after the proposal submission deadline.

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 inform the point of contact of normal working hours.

The Proposer must complete and include the following Required Forms:

1. Prospective Contractor References, Exhibit 5.
 - Proposer must provide five (5) references where the same or similar scope of services was provided.
2. Prospective Contractor List of Contracts, Exhibit 6.
 - 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 7.

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

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

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.

E. Financial Capability (Section B.4)

Proposer must provide adequate documentation on the financial status of the firm to ensure that the firm will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements. This includes, but is not limited, to the following:

1. Provide copies of the Proposer's most current and prior two fiscal years (for example: 2014 and 2013) audited financial statements, which shall be in accordance with the American Institute of Certified Public Accountants listing of General Accepted Accounting Principles. Statements should include the Proposer's assets, liabilities, and net worth. At a minimum and to the extent possible, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. A Proposer should submit audited (or reviewed by a CPA) statements, if available, to meet this requirement. Do not submit Income Tax Returns to meet these requirements. Financial statements will be kept confidential, if so stamped on each page.
2. List of potential commitments that may impact assets, line of credit, guarantor letters, etc., and that may affect the Proposer's ability to perform the Contract.

7.7.6 Proposer's Approach to Provide Required Services for Family Preservation (Section C)

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 Statement of Work (SOW).

- 7.7.6.1 Each Proposer will be evaluated on its description of the methodology to be used to meet the COUNTY's required information provided in Section C, Appendix B1, Family

Preservation Services SOW, of their proposal.

7.7.6.2 Proposals responding to Appendix B1, SOW for FP, must address ALL of its outlined required elements and include the following:

7.7.6.2.1 Address issues related to disproportionality in the service delivery plan within the target population to be served with open DCFS referrals;

7.7.6.2.2 Describe their plan to build collaborative relationships, to engage and team with the other providers (Partnerships for Families (PFF), Prevention and Aftercare (P&A), Child Abuse Prevention and Intervention Treatment (CAPIT), and Adoption Promotion and Support Services (APSS) along the service delivery continuum;

7.7.6.2.3 Incorporate the DCFS Shared Core Practice Model Framework in their approach when providing services, resources and support to DCFS and Probation families;

7.7.6.2.4 Describe their use of Evidence-Based Practices or their linkage to agencies that utilize Evidence-Based Practices” when providing services to children and families;

7.7.6.2.5 Describe how they will provide each of the supplemental services for families within the agency or link families to services not provided by their own agency;

7.7.6.2.6 Describe the role of the IHOC in providing core Family Preservation services to the family, including weekly visits;

7.7.6.2.7 Describe the role of the Clinical Supervisor in their oversight of the IHOCs (outlined plan i.e., one-to-one and group supervision time and training);

7.7.6.2.8 Describe their approach to work with diverse populations, including the provision of services in the family's primary language;

7.7.6.2.9 Describe how they will assess and strengthen the family's Protective Factors;

7.7.6.2.10 Describe their readiness to provide services at the start of the new contract, including their plan to take on existing cases transferred from a different Contractor.

7.7.6.3 Proposals responding to Appendix B1, and which propose to service the population(s) of Asian Pacific Islander and/or American Indian, must address how they will service the needs of the population on a Countywide basis.

7.7.7 Proposer's Approach to Provide Required Services for Partnerships for Families (Section C)

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 Partnership for Families SOW.

Proposals responding to Appendix B2, SOW for PFF, must address ALL of its outlined required elements and include the following:

7.7.7.1 How they will assess and strengthen the family's Protective Factors;

7.7.7.2 How they will address issues related to disproportionality within the target population to be served with open DCFS referrals;

7.7.7.3 Describe and clearly specify a plan regarding the case management approach, including proposer's plan on how general counseling, PFF service planning, crisis intervention, linkage services and advocacy services will be provided;

7.7.7.4 Incorporate the DCFS Core Practice Model Framework in their approach when providing services, resources and support to DCFS and Probation families;

7.7.7.5 Describe their plan to deliver psychotherapy including appropriate and staff requirements;

7.7.7.6 Demonstrate approach to providing health, parenting, and/or other education programs or resources and structured parent-child and/or family-centered activities.

7.7.7.7 Demonstrate their plan to identify special family needs such as domestic violence, mental health and substance abuse issues and to collaborate with appropriate resource agencies.

7.7.7.8 Delineate their approach to providing Early Care and Education (ECE) and their plan to collaborate with ECE programs and providers.

7.7.7.9 Demonstrate their plan to continually build their internal agency capacity to increase and expand their service array and to engage their community and raise awareness of issues related to child abuse and neglect; and

7.7.7.10 Describe their plan for staff supervision including: weekly supervision for professional, paraprofessional, registered interns, and all other staff who provide program services and monthly supervision for mentors and volunteers.

7.7.8 Proposer's Quality Assurance Plan (Section D)

Present a comprehensive draft Quality Assurance Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendices B1 and B2, Statements of Work (as applicable), and Section D and/or Section E, Performance Outcome Measures, of each Statement of Work.

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/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

Proposals responding to Appendix B1, SOW for FP, must address ALL of its outlined required elements, which must also include how the Proposer will:

7.7.8.1 Describe how they will address the issue of self-monitoring to ensure that the required services are provided, documented, and adapted as needed;

7.7.8.2 Describe their protocol to ensure uninterrupted services to DCFS in the event of a work stoppage or emergent staffing shortage due to illness, vacation and absences;

7.7.8.3 Describe their plan to submit timely corrective action plans for deficiencies described in the Technical Review; and

7.7.8.4 Describe how they will track their quantitative, descriptive data pertaining to the services and families Proposer will serve.

Proposals responding to Appendix B2, SOW for PFF, must address ALL of its outlined required elements, which must also include how the Proposer will:

7.7.8.5 Describe how they will address the issue of self-monitoring to ensure that the required services are provided, documented, and adapted as needed;

7.7.8.6 Describe their methods for preventing deficiencies in the quality of service in this Contract before the level of performance becomes unacceptable;

7.7.8.7 Describe how their Quality Assurance Plan incorporates corrective actions to address the following: (1) the time a problem was first identified; (2) a clear description of the problem; (3) the time elapsed between identifying the problem; (4) completing action to correct the problem; and (5) the ability to provide the COUNTY with its status upon request.

7.7.8.8 Describe their protocol to ensure uninterrupted services to DCFS in the event of a work stoppage or emergent staffing shortage due to illness, vacation and absences.

7.7.9 Proposer's Green Initiatives

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

7.7.10 Terms and Conditions in the 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 Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the COUNTY's expectation that in submitting a proposal the Proposers will accept, as stated, the COUNTY's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the

opportunity to take exceptions to the COUNTY's terms, conditions, and requirements.

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 Appendices B1 and B2, Statements of Work (as applicable).
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendices B1 and B2, Statements of Work (as applicable); 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.

C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The COUNTY relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the COUNTY's sole discretion, from later making such exceptions.

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

The COUNTY reserves the right to make changes to the Sample Contract and its Required Forms/Exhibits and attachments at its sole discretion.

7.7.11 Business Proposal Required Forms (Section F)

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

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit
- Exhibit 2 Transmittal Letter
- Exhibit 3 Certification of "No Conflict of Interest"
- Exhibit 4 Offer to Perform and Acceptance of Terms and Conditions

- Exhibit 5 Prospective Contractor References
- Exhibit 6 Prospective Contractor List of Contracts
- Exhibit 7 Prospective Contractor List of Terminated Contracts
- Exhibit 8 Intentionally Omitted
- Exhibit 9 Familiarity of County Lobbyist Ordinance Certification
- Exhibit 10 Intentionally Omitted
- Exhibit 11 LAC/CBE Sanctions
- Exhibit 12 Proposer's EEO Certification
- Exhibit 13 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 14 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 15 List of Proposer's Commitments
- Exhibit 16 Sample Board of Directors Resolution
- Exhibit 17 Agency Involvement in Litigation and/or Contract Compliance Difficulties
- Exhibit 18 Revenue Disclosure (non-public Proposer)
- Exhibit 19 List of Current Members of Board of Directors/Other Agencies
- Exhibit 20 Proposer's Certification of Ownership and Financial Interest
- Exhibit 21 List of Subcontractors
- Exhibit 22 Audited Financial Statements
- Exhibit 23 Proof of Insurability
- Exhibit 24 Organizational Data
- Exhibit 25 Secretary of State Filings – Statement of General Information
- Exhibit 26 Copies of all licenses, certifications, and permits
- Exhibit 27 Charitable Contributions Certification
- Exhibit 28 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 29 Transitional Job Opportunities Preferences Application

All information contained in proposals is subject to public disclosure under the Public Records Act. Proposers are advised to redact all personal information, such as home addresses and personal phone

numbers of Proposer's staff, from copies of all licenses, certifications, permits, Board resolutions, resumes, etc.

7.7.12 Transmittal Letter

The Transmittal Letter shall not exceed four (4) pages, which are allowable beyond the 45-page limit (for FP) and 35-page limit (for PFF). The Transmittal Letter shall be on the Proposer's letterhead stationery. Proposer-created forms, diagrams, and other relevant attachments are allowable beyond the 45-page limit (for FP) and 35-page limit (for PFF), and may be attached at the end of each of the four (4) narratives. The Transmittal Letter shall include: (1) Proposer's legal business name and legal business status (i.e., partnership, corporation, etc.); (2) address, telephone, and facsimile numbers of the person(s) to be used for contact; (3) **the names and original signatures of the persons identified on the agency's Board Resolution as authorized to sign on behalf of Proposer and to bind the agency in a Contract;** (4) the number of years in business under the present name; (5) the programs the agency is attempting to qualify; (6) which target population category the proposer is attempting to serve; (7) the number of years of experience the Proposer has had in providing the required services identified in Appendices B1 and B2, Statements of Work (as applicable); and (8) Proposer's disclosure (if any) of any employee or any other person acting on Proposer's behalf, who is within the purview of County Code Section 2.180.010.

7.8 Cost Proposal Format

The Cost Proposal must be clearly labeled by indicating the name of the organization and the geographic catchment or Service Planning Area it's being submitted for to reflect content and service levels as appropriate.

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

Cover Page	Identify, at a minimum, the RFP, the Proposer's name, and the Program type and service area
Exhibit 30	Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
Exhibit 31	Price Sheet (<i>for PFF only</i>)
Exhibit 32	Sample Line Item Budget
Exhibit 33	Budget Narrative

NOTE: All amounts in the Line Item Budget should be rounded to the appropriate whole number (e.g., \$10.15 should be shown as \$10.00, or \$10.80 should be shown as \$11.00).

7.9 Firm Offer/Withdrawal of Proposal

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

7.10 Proposal Submission

Business Proposal

The original Business Proposal, three (3) copies of the Business Proposal, and a PDF format of the Business Proposal (on a CD or USB flash drive) 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 *(fill in the name of the program being proposed)*

Cost Proposal

The original Cost Proposal, three (3) copies of the Cost Proposal, and a PDF format of the Cost Proposal (on a CD or USB flash drive) shall be enclosed in a sealed envelope or box, separate from the Business Proposal, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

Cost Proposal for *(fill in the name of the program being proposed)*

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

Department of Children and Family Services
Contracts Administration Division
Attention: Contracts Administrator (SCSF Services)
425 Shatto Place, Room 400
Los Angeles, CA 90020

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 Sub-paragraph 7.2, 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. Please allow sufficient time to submit your proposals, including the time to locate parking, deliver your proposal(s) to the correct location; and obtain a receipt.

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

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 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 after the close of the RFP's proposal submission date for each contract category:

- November 3, 2015, at 12:00 PM, PST for Partnerships for Families
- December 1, 2015, at 12:00 PM, PST for Family Preservation

8.1.1 The selection process consists of three phases:

8.1.1.1 Phase One is a pass or fail determination of the Proposer's adherence to proposal format and instruction listed in Section 3.0, Proposer's Minimum Mandatory Requirements.

8.1.1.2 Phase Two is a scored evaluation of the proposal of the Proposer's qualifications, approach to providing services, and quality assurance plan.

Phases One and Two will be reviewed and evaluated for Proposer/Proposal responsiveness and responsibility.

8.1.1.3 Phase Three consists of potential deductions for the Contractor Alert Reporting Database (CARD), inability to contact Proposer's reference(s), and significant exceptions to the Terms and Conditions of the Sample Contract.

8.1.2 Proposals received by the proposal submission deadlines for Partnerships for Families and Family Preservation, will be reviewed for responsiveness and responsibility of Phase One of the selection process. Proposals received after the deadline are non-responsive and will be returned to the Proposer.

8.1.3 Any Proposer who submits a proposal that is incomplete or has incomplete or missing forms may be disqualified and their proposal eliminated from further consideration at the discretion of the County.

8.1.4 Proposals that pass Phase One of the selection process will then be evaluated by an evaluation committee in Phase Two.

8.1.4.1 An 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.

- 8.1.5 Proposals evaluated in Phase Two will then be progressed to Phase Three where points will be deducted for CARD, inability to contact proposer's reference(s), and significant exceptions to the Terms and Conditions of the Sample Contract.
- 8.1.6 The scores of Proposals completing all three phases shall be calculated and ranked in numerical sequence in descending order.
- 8.1.7 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.
- 8.1.8 The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective CONTRACTOR.
- 8.1.9 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.

8.2 Adherence to Minimum Requirements (Pass/Fail)

COUNTY shall review the Proposer's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix D, Required Forms, and determine if the Proposer meets the mandatory minimum requirements as outlined in the Introduction, Section 3.0, of this RFP. Failure of the Proposer to comply with the mandatory minimum requirements may eliminate its proposal from any further consideration.

The County may elect to waive minor deviations from the proposal format requirements described in this RFP and may elect to contact a proposer to request missing, incomplete, or additional documents. The decision whether to disqualify a proposal for format or completeness is in the sole discretion of the County.

8.3 Disqualification Review

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

submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

1. The 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 each ground asserted as well as copies of all documents and other material that support the 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.

8.4 Business Proposal Evaluation and Criteria (80% of Total Possible Points)

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

8.4.1 Proposer's Qualifications (30% of Total Possible Points)

- 8.4.1.1 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 Section B.1 of the proposal.
- 8.4.1.2 Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. Proposers are allowed to use their contracts with other COUNTY Departments as references for this RFP. However, Proposers are **not allowed** to use their contracts with DCFS as a reference for this solicitation. 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.
- 8.4.1.3 A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.3 of the proposal.

8.4.1.4 Evaluation of the proposer's financial capability is based on information provided in Section B.4 of the proposal. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

8.4.2 Proposer's Approach to Providing Required Services (40% of the Total Possible Points)

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 Section C of the proposal. Proposer must follow instructions in Section 7.0, Proposal Submission Requirements, Sub-paragraphs 7.7.6 and 7.7.7, Proposers' Approach to Provide Required Services as applicable to each one of the two programs.

8.4.3 Quality Assurance Plan (10% of the Total Possible Points)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Assurance Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Assurance Plan shall cover the proposed monitoring system of all services listed in Appendices B1 and B2, Statements of Work (as applicable) based on the information provided in Section D of the proposal.

8.4.4 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 Contracts, Appendix A, and the Requirements of the Statement of Work outlined in the Statements of Work, Appendix B of the proposal. The COUNTY may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.5 Cost Proposal Evaluation Criteria (20% of Total Possible Points)

Proposer shall submit a separate Cost proposal for each region/SPA for which they are bidding on, in the format described below, both as to sequence and as to content. Failure to comply with these provisions may, at the sole discretion of the Director of DCFS, result in disqualification of the proposal.

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Therefore, the Proposer should strive to meet these objectives. Costs

that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an objective to engage in cost effective endeavors to achieve potential savings.

Bid prices must be firm and fixed for each SCSF program (Family Preservation and Partnerships for Families) during the term of the Contract. There will be no cost-of-living adjustments during the term of the Contract.

All Proposers' Cost Proposals will be evaluated separately from the Business Proposals. The score of the Cost Proposal will then be combined with the score of the Business Proposal to determine the overall score and ranking of each proposal submission.

8.5.1 Breakdown of Total Possible Points (for FP ONLY)

The evaluation of a Cost Proposal consists of evaluation of the line item budget and budget narrative (20%). Points for all criteria evaluated will be used to determine the overall score of a Cost Proposal.

8.5.1.1 Evaluation of Line Item Budget

The line item budget, a detailed listing of funds that the Proposer allocates to each cost category, will be scored to determine if the proposed costs and number of families proposed to be served are reasonable and sufficient for the term of the Contract.

8.5.1.2 Evaluation of Budget Narrative

The Budget Narrative, explanations/descriptions of costs within each category of services, will be scored based on Proposers demonstration of how the cost will fulfill the requirements of the Contract.

8.5.2 Breakdown of Total Possible Points (for PFF ONLY)

Evaluation of the Cost Proposal for PFF is divided into two parts: (1) evaluation of the number of families served (15%); and (2) evaluation of the line item budget and budget narrative (5%). Points for all criteria evaluated will be combined to determine the overall score of the Cost Proposal.

8.5.2.1 Evaluation of Cost (20% of Total Possible Points)

The method used to evaluate cost gives the highest possible number of points to the proposal(s) that propose to provide services to the greatest number of families. All other proposals will receive points in this category based on the number of families they propose to serve.

- 8.5.2.1.1 The number of points assigned to the evaluation of Part 1 of the cost proposal will be determined based on Exhibit 31, Price Sheet in Appendix D, Required Forms.
- 8.5.2.1.2 Instructions for completing Exhibit 31, Price Sheet are as follows:
 - 8.5.2.1.2.1 One Price sheet must be submitted for each SPA for which services are being proposed.
 - 8.5.2.1.2.2 Proposed Families shall be inclusive of Direct and Indirect cost of providing service(s).
 - 8.5.2.1.2.3 Proposed Rate/Unit Rate will be based on the Average Number of Families to be served where available as provided in Appendix D, Exhibit 31.
 - 8.5.2.1.2.4 Current Rate/Current Average Payment Rate is provided for informational purposes only to assist Proposers in developing Payment Rate/Unit Rate where available as provided in Appendix D, Exhibit 31.
 - 8.5.2.1.2.5 Total number of families to be served, as listed on Appendix D, Exhibit 31, shall be the total number of families to be served for one (1) year.

8.5.2.2 Evaluation of Line Item Budget and Budget Narrative

The number of points assigned to the evaluation of Part 2 of the cost proposal will be determined based on an evaluation of the Line Item Budget and Budget Narrative.

- 8.5.2.2.1 The Line Item Budget, a detailed listing of funds that the Proposer allocates to each cost category, will be scored to determine if the proposed costs are reasonable and sufficient for the term of the Contract.

8.5.2.2.2 The Budget Narrative, explanations and descriptions of costs within each category of services, will be scored based on Proposers demonstration of how the cost will fulfill the requirements of the Contract.

8.5.3 If one or more of the Proposers request and is granted the Transitional Job Opportunities Preference the cost component points will be determined as follows:

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 the Transitional Job Opportunities Preference.

NOTE: Transitional Job Opportunities Preference cost component points may only apply to Partnerships for Families (PFF).

8.6 Department's Proposed Contractor Selection Review

8.6.1 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 Section 8.6.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.6.2 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 request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The 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 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 Independent Review (see Section 8.7 below).

8.7 County Independent Review Process

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

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

1. The person or entity requesting review by a County Independent Review is a Proposer;
2. The request for a review by a County Independent Review 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 Independent Review 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 Section 8.6 above.

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

APPENDIX D - REQUIRED FORMS

APPENDIX D: LIST OF REQUIRED FORMS

BUSINESS PROPOSAL:

Exhibit 1	Proposer's Organization Questionnaire/Affidavit
Exhibit 2	Transmittal Letter
Exhibit 3	Certification of "No Conflict of Interest"
Exhibit 4	Offer to Perform and Acceptance of Terms and Conditions
Exhibit 5	Prospective Contractor References
Exhibit 6	Prospective Contractor List of Contracts
Exhibit 7	Prospective Contractor List of Terminated Contracts
Exhibit 8	Intentionally Omitted
Exhibit 9	Familiarity of the County Lobbyist Ordinance Certification
Exhibit 10	Intentionally Omitted
Exhibit 11	LAC/CBE Sanctions
Exhibit 12	Proposer's EEO Certification
Exhibit 13	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit 14	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
Exhibit 15	List of Proposer's Commitments
Exhibit 16	Sample Board of Directors Resolution
Exhibit 17	Agency Involvement in Litigation and/or Contract Compliance Difficulties
Exhibit 18	Revenue Disclosure (non-public Proposer)
Exhibit 19	List of Current Members of Board of Directors/Other Agencies
Exhibit 20	Proposer's Certification of Ownership and Financial Interest
Exhibit 21	List of Subcontractors
Exhibit 22	Audited Financial Statements
Exhibit 23	Proof of Insurability
Exhibit 24	Organizational Data
Exhibit 25	Secretary of State Filings – Statement of General Information
Exhibit 26	Copies of all licenses, certifications, and permits
Exhibit 27	Charitable Contributions Certification
Exhibit 28	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit 29	Transitional Job Opportunities Preference Application

COST PROPOSAL:

Exhibit 30	Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
Exhibit 31	Price Sheet
Exhibit 32	Sample Line Item Budget Sheet
Exhibit 33	Budget Narrative

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, 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 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? Yes No 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

- 6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in the Introduction, Section 3.0, Minimum Mandatory Requirements for Qualifications as Proposer, of this Request for Proposal, as listed below.

List each minimum requirement stated in the RFP, Section 3.0 for appropriate Service (i.e., Family Preservation and/or Partnerships for Families Services).

Check the appropriate boxes for **FAMILY PRESERVATION** or **PARTNERSHIPS FOR FAMILIES** Services

- Yes No Proposer must submit their Proposal(s) for PARTNERSHIPS FOR FAMILIES by 12:00 PM, PST, on Tuesday, November 3, 2015.
- Yes No Proposer must submit their Proposal(s) for FAMILY PRESERVATION by 12:00 PM, PST, on Tuesday, December 1, 2015.
- Yes No Proposer must have an administrative business office located within or adjacent to the County of Los Angeles. The address to the administrative business office must be included in the Proposal;
- Yes No Proposer must demonstrate a minimum of 2 years within the last 3 years administering Federal, State, County or City contracts; and
- Yes No Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or a public entity and be tax exempt under 501(c)(3) of the Internal Revenue Code.

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

TRANSMITTAL LETTER

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

Cert. of No Conflict of Interest

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

_____ (Proposer's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for Los Angeles COUNTY under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 180 days following the RFP submission due date stated in the RFP cover letter.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

PROSPECTIVE CONTRACTOR REFERENCES

Proposer's Name: _____

List Five (5) References where the same or similar scope of services were 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.

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Proposer'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.

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Proposer’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:		

INTENTIONALLY OMITTED

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: _____

INTENTIONALLY OMITTED

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing/bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

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)

**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.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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 provide DPSS with all job openings and job requirements 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’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS – EXHIBIT 14

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

LIST OF PROPOSER'S COMMITMENTS

Legal Name of Agency

- Yes, there are commitments (please list below).
- No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

 Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

 Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

 Date

SAMPLE BOARD OF DIRECTORS RESOLUTION

BE IT RESOLVED THAT ON _____ 2015, THE BOARD OF DIRECTOR'S OF _____

(LEGAL NAME OF PROPOSER)

HEREBY AUTHORIZES AND DIRECTS ITS CEO, PRESIDENT, OR EXECUTIVE DIRECTOR (Circle One) TO FILE THE ATTACHED PROPOSAL WITH THE LOS ANGELES COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE (CLICK HERE AND ENTER NAME OF CONTRACT PROGRAM) SERVICES.

ATTESTED:

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the agency currently, or within the past seven years, involved in litigation?	___	___
2. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are any agency staff members unable to be bonded?	___	___
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?	___	___
5. Has the agency or agency director ever had public or foundation funds withheld?	___	___
6. Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___

EXPLANATION (Use separate page)

 AUTHORIZED SIGNATURE

 DATE

 Name / Title / Name of Company or Organization

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): FAX (F):	Other Agency's*
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	

*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date _____

PROPOSER’S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Proposer must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes _____ No _____
If yes, provide name of organization or person and the following information:

Print Name and Title	Address
Telephone Number	Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date _____

Proposer must declare whether it has Financial Interest in any other business.

Yes _____ No _____
If yes, provide name of business:

Print Legal Name of Business	Address
Telephone Number	Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date _____

LIST OF SUBCONTRACTORS

Subcontractor Name	Subcontractor Address	Contact Person	Phone (P): FAX (F):
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()

(Please make additional copies of this form if necessary)

AUDITED FINANCIAL STATEMENTS

PROOF OF INSURABILITY

ORGANIZATIONAL DATA

**SECRETARY OF STATE FILINGS –
STATEMENT OF GENERAL INFORMATION**

**COPIES OF LICENSES, CERTIFICATION, AND PERMITS REQUIRED
FOR PROVISION OF (ENTER TYPE OF SERVICE) SERVICES**

Proposer must submit copies of all licenses and permits necessary for the provision of the specified services.

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 (S8 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.

CERTIFICATION

YES **NO**

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 (please type or print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

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 INDEPENDENT PRICE DETERMINATION
and ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

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

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

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP.
- E. 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

PRICE SHEET: ELIGIBLE POPULATION BY SPA

PROPOSER SHALL NOT MODIFY ANY PORTION OF THIS FORM AS IT RELATES TO THE PRE-POPULATED DATA

SPA	Projected Annual Funding	Annualized Data Projections			Min. Bid (Families)	Projected Number of Families to be Served ³
		Projected Number of Eligible DCFS Families ¹	Projected Number of High Risk Pregnancies ²	Total Annual Projected Eligible Families		
1	\$961,526	1,040	376	1,416	170	
2	\$1,339,074	1,009	963	1,972	237	
3	\$1,390,002	953	1,094	2,047	246	
4	\$818,247	413	792	1,205	145	
5	\$400,000	134	144	278	33	
6	\$2,118,616	1,598	1,522	3,120	374	
7	\$1,454,511	894	1,248	2,142	257	
8	\$1,318,024	950	991	1,941	233	
American Indian	\$400,000	Countywide Specialized Population			33	
Asian Pacific Islander	\$400,000	Countywide Specialized Population			33	
Totals	\$10,600,000	6,991	7,130	14,121		

1. Derived from SDM data from June 2014 – May 2015
2. Data from American Community Survey – Public Use Microdata Sample – US Census Data 2012
3. Winning proposers will be expected to meet their stated projection. Also, please note that “served” is defined as a family who receives bimonthly case management services. Families who only participate in community events will not be counted as a family who is “served”.

LINE ITEM BUDGET SUMMARY

BUDGET SHEET FOR _____
(INSERT AGENCY'S NAME)

DIRECT COST (List each staff classification)

Salaries and Wages:	FTE*	Monthly Salary	
Employee Classification _____		\$ _____	
Employee Classification _____		\$ _____	
Employee Classification _____		\$ _____	
Others (Please continue to list)			
Total Annual Salaries and Wages			\$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits (EB)	Monthly Cost per FTE	
Medical Insurance	\$ _____	
Dental Insurance	\$ _____	
Life Insurance	\$ _____	
Other (list)	\$ _____	
Total Annual Benefits		\$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Annual Payroll Taxes	\$ _____

Services & Supplies	
Auto/Travel	\$ _____
Supplies	\$ _____
Purchased Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Insurance not listed under EB	\$ _____
Rent	\$ _____
Other (please continue to list)	\$ _____
Total Annual Services & Supplies	\$ _____

TOTAL ANNUAL DIRECT COSTS \$ _____

INDIRECT COST

TOTAL ANNUAL INDIRECT COSTS \$ _____

Indirect Annual Cost as it relates to Total Annual Cost (Please enter a percentage) % _____

Reminder: Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs, unless the agency has a federally approved indirect cost rate letter of over ten percent (10%).

(Provide a full breakdown of costs in the Narrative)

TOTAL DIRECT AND INDIRECT ANNUAL COST \$ _____

TOTAL PROJECTED NUMBER OF FAMILIES TO BE SERVED _____

BUDGET NARRATIVE

Proposers are allowed to develop their budget narrative in a manner that they believe best reflects and supports the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

DIRECT COST

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program.

All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.25, Insurance Coverage.

INDIRECT COST

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs, unless the agency has a federally approved indirect cost rate letter of over ten percent (10%), which should be submitted along with their proposal.

APPENDICES E – M

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A 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:		
Project Title: Safe Children Strong Families Services (FAMILY PRESERVATION AND PARTNERSHIPS FOR FAMILIES SERVICES)		
Date of Request:	RFP #: 11-053B	Proposal Submission Receipt #:

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: _____

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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 2013 are less than \$51,567 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, 2014.

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 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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?

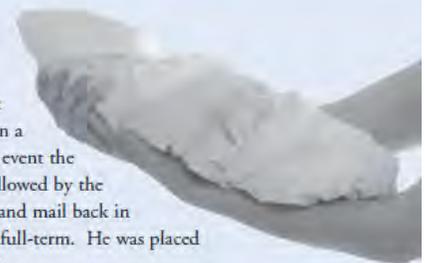
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 - Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- 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

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances 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

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AND CONTRACTOR DEBARMENT

county contracting opportunities for the specified period is necessary to protect the county's interests.

- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

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- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- (Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
 - G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
 - H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment

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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.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.**2.206.020 Definitions.****2.206.030 Applicability.****2.206.040 Required solicitation and contract language.****2.206.050 Administration and compliance certification.****2.206.060 Exclusions/Exemptions.****2.206.070 Enforcement and remedies.****2.206.080 Severability.****2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;

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8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- 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.)