

INVITATION FOR BIDS
FOR
NEWSPAPER PUBLICATION SERVICES
(CMS 08-015)



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

August 2008

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

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PREAMBLE

For over a decade, the County has collaborated 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 vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no “wrong door”: wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for

children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements

- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

PART A - OVERVIEW

1.0 DCFS MISSION STATEMENT

The County's Department of Children and Family Services (DCFS) is the designated agency with the duty to establish, manage and provide a system of services which ensures the following:

- 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
- Children who reach adulthood under DCFS' care are provided the opportunity to succeed.

2.0 SUMMARY

DCFS is issuing this Invitation for Bids (IFB) to solicit bids from prospective, qualified, contractors for Newspaper Publication Services of legal notices.

The County of Los Angeles Department of Children and Family Services (DCFS) is responsible to ensure the safety and welfare of children under its supervision. Before a juvenile court can terminate the parental rights and order adoption as a permanent plan for children whose parents' whereabouts are unknown, the law requires that these parents receive legal notice through newspaper publication. These Legal Notices are required pursuant to Welfare and Institutions Code, Section 294.

It is DCFS' intent to recommend that one contract be awarded to the lowest priced responsive and responsible Bidder as a result of this solicitation. All Bid Sheets will be calculated based on a weighted factor for each category to determine the final bid price.

3.0 IFB COMPOSITION

3.1 This IFB is composed of the following parts:

PART A – OVERVIEW OF IFB: Contains an overview of the IFB project.

PART B – IFB GENERAL INFORMATION: Contains important IFB provisions and requirements of the IFB.

PART C – INSTRUCTIONS TO BIDDERS: Contains instructions about preparing and submitting a bid in response to this IFB.

PART D– REQUIRED FORMS/SUBMISSION PACKET: Forms contained in this section must be completed and included in the bid submission.

PART E – BID REVIEW AND SELECTION: Contains how the bid will be reviewed and selected. This section also includes the County's protest policies for solicitation, disqualification and contractor selection reviews.

PART F – PROTEST POLICY TRANSMITTAL FORMS: Contains Transmittal Forms to Request a Solicitation Requirements Review; Disqualification Review; Proposed Contractor Selection Review; and County Review Panel.

PART G – SAMPLE CONTRACT: Lists the terms and conditions of the contract, which will result from this IFB.

PART H – STATEMENT OF WORK: Explains in detail the Statement of Work to be performed by the Contractor.

PART I – ATTACHMENTS TO THE SAMPLE CONTRACT

PART J – APPENDICES: Contains IFB Attachments

4.0 DEFINITIONS

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. Definitions of general terms can be found in Part G, Sample Contract, Part I, Section 1.0. Definitions of specific terms have been established in Part H, Statement of Work (SOW).

5.0 BIDDER'S MINIMUM REQUIREMENTS

An interested and qualified Bidder who can demonstrate the ability to successfully provide the required services outlined in Part H, Statement of Work, of this IFB is invited to submit a bid, Bidder must meet the following requirements:

- 5.1 By the targeted contract start date, Bidder must have three years experience within the last five years, providing newspaper publication or services equivalent or similar to the Services identified in Part H, Statement of Work, of the IFB.
- 5.2 Bidder must have the ability to publish in an adjudicated newspaper of general circulation in accordance with Gov. Code Sections 6000 et. seq.
- 5.3 Bidder must comply with the IFB format and requirements set forth in Part C, Instructions to Bidder, Sections 1.0 through 3.0, of this IFB when submitting its bid.

- 5.4 Bidder must provide evidence of current insurance or show evidence that their organization can obtain the required insurance types as specified in Part G, Sample Contract.
- 5.5 Bidder and its principals must not currently be debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, State or County agency.

6.0 CONTRACT PERIOD

The term of the proposed Contract is one year with four one-year options to renew for a total of five years. Contract is scheduled to commence January 1, 2009. Refer to Part G, Sample Contract (Part I, Section 2.0, Term). County shall solely determine whether or not to enter into any contract as a result of this IFB.

7.0 PRICING METHODOLOGY AND BUDGET

- 7.1 This is a Fixed Rate Contract wherein the County pays a set rate for a defined unit of service up to the stated Maximum Contract Sum.
- 7.2 DCFS has allocated approximately \$65,000 for the project's annual budget, based on service usage of the current contract during the last twelve months and service usage of foreign languages for the same period.

8.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G, Sample Contract, of this IFB. The final terms and conditions of the Contract will be substantially similar to those that are contained in the Sample Contract. Bidder is encouraged to have the Sample Contract reviewed by its legal counsel.

- 8.1 Several of the documents in Part D, Required Forms, and Part I, Attachments will become attachments to the Sample Contract.
- 8.2 Submission of a bid shall constitute acknowledgment and acceptance of all of the terms and conditions in the IFB and the attached Sample Contract

9.0 IFB TIMETABLE

The following timetable represents the County's best estimate of the schedule that shall be followed in this IFB process. County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be provided to all Bidders who request a copy of the IFB.

- | | |
|-----------------------------------|-------------------|
| ➤ Release IFB | August 1, 2008 |
| ➤ Bidder's Conference | August 20, 2008 |
| ➤ Questions and Answers Released | August 25, 2008 |
| ➤ Deadline for bid Submission | September 8, 2008 |
| ➤ Anticipated Contract Start Date | January 1, 2009 |

10.0 BIDDERS CONFERENCE – QUESTIONS AND ANSWERS

- 10.1 In order to assist and provide clarification on any issues related to the IFB a Bidders Conference has been scheduled for all Bidders. **The Bidders Conference will be held on, Wednesday, August 20, 2008 at 9:00 AM at**

DCFS Headquarters
425 Shatto Place, 4th Floor GIS Conference Room
Los Angeles, California 90020

- 10.2 Bidder may submit written questions regarding this IFB by mail, fax, or e-mail to the Contract Analyst identified below in Subsection 10.5. All written questions must be received by **5:00 PM, Wednesday, August 20, 2008**.
- 10.3 Following the conference, written answers to all questions will be sent (e-mail, faxed, or mailed) to each person or organization which County records indicate received a copy of the IFB. Telephone inquiries will not be accepted.
- 10.4 All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the IFB. The addendum will be mailed to each person or organization which County records indicate received a copy of the IFB, in addition to being posted on the County of Los Angeles' website. To ensure receipt of any addendums, Bidder must include correct mailing address, fax number, or e-mail address, whichever is appropriate.
- 10.5 When submitting questions please specify the IFB part, section and subsection number, paragraph number, page number, and quote the passage that prompted the question. This will ensure that the questions can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Peggy Coutu, Contract Analyst
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

Attendance at the conference is optional for all Bidders. Attendance is *STRONGLY recommended* and no questions will be accepted after the Bidders Conference.

PART B – IFB GENERAL INFORMATION

1.0 CONTACT WITH COUNTY PERSONNEL

- 1.1 Unless otherwise instructed in this IFB, any contact regarding or related to this IFB must be in writing and directed to the following:

Walter Chan, Manager
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

- 1.2 Bidder is specifically directed not to contact any other County personnel regarding this matter. If it is discovered that Bidder contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify the bid from further consideration.

2.0 GRATUITIES

- 2.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder 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 a contract.

- 2.2 Bidder Notification to County

A Bidder 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 Bidder's submission being eliminated from consideration.

- 2.3 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.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES

- 3.1 The County has the right to amend the IFB by written addendum. The County will post all IFB addenda on the “Doing Business with Us” link on the “LA County Online” (the County’s Homepage) website and mail a copy to each person or organization which County records indicate has received this IFB. (It is the Bidder’s responsibility to read addenda and incorporate any changes that might be necessary as a result).
- 3.2 Any contract resulting from this IFB is not an exclusive contract. County reserves the right to contract with other contractors or request the same or similar services of other firms.
- 3.3 The County has the right to award one or more contracts to one or more qualified, responsive and responsible Bidders.

4.0 COUNTY REPRESENTATION DISCLAIMER

County is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County Board of Supervisors unless such understanding or representation is included in this IFB or in subsequent addenda. County is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

5.0 COUNTY OPTION TO REJECT BIDS

County may, at its sole discretion, reject any or all bids submitted in response to this solicitation. County also reserves the right to cancel this IFB, at its sole discretion, at any time prior to approval of a contract by the County Board of Supervisors.

6.0 TRUTH AND ACCURACY OF REPRESENTATIONS

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

7.0 BIDDER DEBARMENT

7.1 Chapter 2.202 of the County Code

Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder 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 years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder’s existing contracts with County, if the County Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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.

7.2 Notice to Bidder

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

7.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or the Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

7.4 Presentation to the County's Board of Supervisors

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 County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.5 Debarment that Exceeds Five Years

If a Bidder has been debarred for a period longer than five years, that Bidder may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder 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.

7.6 Consideration of Requests for Review of Debarment Determination

The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a 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.

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 County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.7 Subcontractors of Bidders

These terms shall also apply to proposed subcontractors of Bidders on County contracts.

7.8 Debarment List

Registry of Debarred Contractors can be obtained by using the websites listed in Part G, Sample Contract, Section 20.10. Websites include County, State and Federal Debarred Contractors.

8.0 NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT

8.1 Responses to this IFB shall become the exclusive property of the County. At such time as DCFS recommends a Bidder(s) to the County Board of Supervisors and such recommendation appears on the Board agenda, all such bids submitted in response to this IFB, become a matter of public record, with the exception of those parts of each bid which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

8.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record of 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 bid as confidential shall not be deemed sufficient notice of exception. The Bidder(s) must**

specifically label only those provisions of the bid which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

9.0 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://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words ‘doing business’ and ‘main db’.)

10.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

- 10.1 The County has multiple programs that address small businesses. The County Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 10.2 The Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 11.0 below.
- 10.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 17.0 below.
- 10.4 The County also has a Policy on Doing Business with Small Business that is stated in Part J, Appendix 1.

11.0 SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 11.1 The County will give SBE preference during the solicitation process to businesses that meet the definition of a Small Business Enterprise (SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 11.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the SBE Preference in a solicitation.
- 11.3 Businesses must complete the Required Form 15 – Request for SBE Preference Program Consideration. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the SBE Preference.

12.0 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 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.

13.0 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in Part G, Sample Contract, Standard Terms and Conditions, Section 31.0. 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 Part G, Sample Contract, Unique Terms and Conditions, Section 4.0

14.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Bidders 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 the participants meet the minimum qualifications for that opening. Additionally, Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Required Forms, Form 18, along with their bid.

15.0 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT

Should the Contractor require additional or replacement of personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Part G, Sample Contract, Section 29.0.

16.0 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 the Internal Revenue Service Notice No. 1015. Reference Part I, Attachments to Sample Contract, Attachment E.

17.0 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 Contractors should carefully read the Jury Service Ordinance, Form 14 of Part D, Required Forms, and the pertinent jury service provisions of the Part G, Sample Contract, Section 14.0, both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. A bid that fails to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 17.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from 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.
- 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.
- 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, Form 14, Part D, Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

18.0 BIDDER'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Bidders 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).

19.0 BIDDER'S CHARITABLE CONTRIBUTIONS COMPLIANCE (IF APPLICABLE)

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. 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, fundraising 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.

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 Required Form 16 as set forth in Part D, Required Forms. A completed Required Form 16 is a required part of any agreement with the County.

19.3 In Required Form 16, 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.

19.4 Prospective County contractors that do not complete Required Form 16 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)

20.0 NOTICE TO BIDDERS 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 Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. 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 Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Required Form 12 of Part D, as part of their bid.

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

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Required Form 1-Declaration of Bidder's Organization Questionnaire/Affidavit. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

22.0 RECYCLED CONTENT PAPER

Bidder shall be required to comply with the County's policy on recycled content paper as specified in Part G, Sample Contract, Section 47.0.

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

PART C - INSTRUCTIONS TO BIDDER

1.0 PREPARATION AND FORMAT OF BID

- 1.1 Everything constituting the bid and all documents submitted in connection with this bid shall be written in English.
- 1.2 A Sample Contract is provided as Part G for your information and review. It is recommended that Bidders have the Sample Contract reviewed by their legal counsel. The Bidder is **NOT** to complete or submit the Sample Contract with their bid.
- 1.3 County is not responsible for any costs or other liabilities associated with the preparation, delivery or submission of any bid in response to this IFB.
- 1.4 Each bid must be bound and submitted in the prescribed format below:
 - The bid and copies must be typewritten or word-processed on 8-1/2" X 11" white bond paper.
 - The bid and copies must be securely bound in a three-ring binder or other protective covering. Bid and copies that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.
 - The bid and copies' cover binders must state the title of the IFB, CMS number and the name of your organization.
 - Each page must be clearly and consecutively numbered, including all attachments.
 - Each section must be specifically labeled and in the order indicated in subsection below.
- 1.5 Bidder must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Bidder shall include all required forms, documents, and attachments with its sealed bid, the contents and sequence of which must be as follows:
- 1.6 Transmittal Letter (Insert)

The bid must contain a transmittal letter that is no more than five pages, single-sided, and typed/printed on the Bidder's official stationery, that includes the following in the order listed:

- Title of IFB and date;
- The exact business name and legal business status (i.e., partnership, corporation, etc.) of the Bidder, as indicated in Form 1 of the bid; ***If a corporation, Limited Liability Company (LLC), or partnership, a Board of Director's resolution identifying the***

person(s) authorized to bind the entity on its behalf must also be included;

- A brief introduction of the Bidder and its organization;
- Summary of relevant background information to demonstrate their capability to perform the required services detailed in Part H, Statement of Work;
- The transmittal letter must bear the signature of the individual(s) authorized to sign on behalf of the Bidder (name, title and signature) and bind the applicant in a Contract. The person signing this form shall be recognized as the Bidder's contact person for any communication between the County and the Bidder.

1.7 Table of Contents (***shall immediately follow Transmittal Letter***)

The Table of Contents must be a comprehensive listing of material included in the bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

1.7.1 Declaration of Bidder's Legal Identity and Responsibility (Form 1)

Bidder must complete, date and sign this form and place it as the first form following the Table of Contents. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a contract.

1.7.2 Business Entity Structure Documents (Insert)

Bidder must submit one of the following documents/certificates or an equivalent document specified for the business entity type unless its business entity structure is a sole proprietorship with no fictitious business name. If your entity is domiciled outside of California, you must provide proof of your status in that domicile. Your entity must be registered with the State of California and your local city where you will be conducting business prior to receiving a contract award.

- Sole Proprietorship - If a sole proprietorship is formed with a name other than the individual's name, a Fictitious Business Name Statement must be provided.
- Corporation - Articles of Incorporation
- Limited Liability Company - Domestic - LLC-1/Foreign - LLC-5
- Limited Partnership - Certificate of Partnership - LP-1
- General Partnership - Statement of Partnership Authority - GP-1
- Limited Liability Partnership - Registration of Limited Liability Partnership - LLP-1

1.7.3 Secretary of State Filings – Statement of Information (SOI) (Insert)

Bidder must submit its most current and accurate certified original of the Statement of Information filed with the California Secretary of State. The SOI must be stamped with the Secretary's official seal.

If Bidder is not a corporation or a limited liability company, insert a page with a statement that this section is not applicable.

1.7.4 Copies of Applicable Licenses, Certifications, and Permits (Insert)

Bidder must submit copies of the following:

- Valid Seller's Permit to conduct business in the State of California; and
- Letter from the Internal Revenue Service in which Bidder is issued an Employer Identification Number.

1.7.5 Board of Director's Resolution (Non-public Bidder) (Form 2)

Bidder must complete and submit a Board of Director's Resolution identifying the individuals authorized to bind Bidder if its organization is a corporation, Limited Liability Company (LLC), or partnership.

1.7.6 List of Current Members of Board of Directors/Other Agencies (Form 3A)

Bidder must:

Provide a list of names of the current members of its Board of Directors.

Identify its board members who sit on other boards and those agencies.

Identify any of its board members who are also employees of the County of Los Angeles.

Identify bidder's business partners and associates from the last five years.

List of Partners or Business Associates (Form 3B)

Bidder must provide a list of names of persons with whom they have associated in business as partners or business associates. Partners are defined as person(s) who joins with Bidder to own and operate a business and who are personally liable for the business's debts and obligations. Business associates are defined as person(s) performing

and/or assisting Bidder with a function or activity for receipt of returns such as monetary payments. Bidder must list all associations within the past five years of date of bid submission.

1.7.7 Certification of Ownership and Financial Interest (Form 4)

Bidder must complete the Certification of Ownership and Financial Interest Form.

1.7.8 Contractor's Administration (Form 5)

Bidder must complete and submit this form with bid.

1.7.9 Bidder's References (Form 6)

Bidder must provide five references where the same or similar scope of services was provided.

1.7.10 Proposed Subcontractors for this Project (Form 7)

Bidder must complete and submit the list of subcontractors for approval by County if Bidder is requesting to use subcontractors on the resulting Contract.

1.7.11 Audited Financial Statements (Insert)

Bidder shall submit, "Audited Financial Statements", and provide documentation on its financial status by submitting the most current and prior two fiscal years (for example 2007, 2006, and 2005) financial statements. Statements should include the company's assets, liabilities and net worth. Financial Statements shall be prepared by an independent certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the contract.

1.7.11.1 In lieu of audited financial statements, County will accept a Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement and/or un-audited financial statements. However, Bidders must explain the reason(s) for not providing Audited Financial Statements. Financial statements will be **kept confidential in accordance with Part II of the Contract, Section 44, Public Records Act, if so stamped on each page.**

DO NOT SUBMIT INCOME TAX RETURNS TO MEET THIS REQUIREMENT.

1.7.12 Revenue Disclosure (Non-public Bidder) (Form 8)

Bidder must complete the Revenue Disclosure Form indicating all such income and sources.

1.7.13 List of Bidder's Commitments (Form 9)

Bidder must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder's ability to perform the contract. If Bidder has no commitments, Bidder shall so state.

1.7.14 Bidder's List of Contracts (Form 10)

The listing must include all contracts (active/completed) for the last five years, showing year, type of services, dollar amount of services provided, location and contracting agency. It is the Bidder'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. County may disqualify a Bidder if:

- References fail to substantiate Bidder's description of the services provided, or;
- References fail to support that Bidder 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 Bidder's responsibility to inform the point of contact of normal working hours.

Use additional sheets if necessary.

Contracts terminated within the past three years must be listed separately with a reason for termination, including details of any failure or refusal of Bidder to complete a contract.

1.7.15 Agency Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties (Form 11)

Bidder must include details of any failure or refusal to complete a contract. Identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. Include any labor disputes and/or alleged unfair hiring practices in the past five years. If none, include a statement to that effect.

1.7.16 Proof of Insurability (Insert)

1.7.16.1 Bidder must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part I, Section 4.1, General Insurance Requirements and Part I, Section 4.2, Insurance Coverage Requirements of the Sample Contract.

1.7.16.1.1 If Bidder has current insurance coverage for the required insurance types, a copy of the Certificate of Acord may be submitted. If the Bidder is selected and awarded the contract and prior to the Start Work Notice being issued, Bidder will be contacted to provide another Certificate of Acord naming this program.

1.7.16.1.2 If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be selected to receive a Contract award may be submitted with the bid. In conjunction with the letter of certification, Bidder shall provide, upon County's request, copies of Bidder's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

1.7.16.1.3 Letters of Intent from insurance brokers will not be considered acceptable substitutes.

1.7.17 Familiarity of the County Lobbyist Ordinance Certification (Form 12)

Bidder must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Bidder have and will comply with the ordinance during the IFB process.

1.7.18 Bidder's/Offeror's EEO Certification (Form 13)

Bidder must comply with EEO laws, regulations and policies. Must complete, sign and date.

1.7.19 Jury Service Program and Application for Exception and Certification (Form 14)

Bidder must complete and submit this form with bid. If Bidder is requesting an exception from this program, submit all necessary documents to support the request.

1.7.20 Small Business Enterprise (SBE)/Community Business Enterprise (CBE) (Form 15)

Bidder shall complete and submit this form with their bid regardless of whether they qualify for the Small Business Enterprise program. Bidders who qualify for the Small Business Enterprise must complete this form and attach the required documents to show proof of qualification and to receive credit.

Bidder must complete and submit this form with their bid. SBE applies to both profit and non-profit.

1.7.21 Attestation of Willingness to Consider GAIN/GROW Participants (Form 17)

Bidder must complete and submit this form with bid.

1.7.22 Contractor Acknowledgement and Confidentiality Agreement (Form 18)

Contractor shall sign "Contractor's Acknowledgment and Confidentiality Agreement" on behalf of its employees and non-employee acknowledging and accepting the confidentiality requirements set forth by the County.

1.7.23 Certification of "No Conflict of Interest" (Form 19)

Bidder must certify that no employee who prepared or participated in the preparation of this bid is within the purview of County Code Section 2.180.010.

1.7.24 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions (Form 20)

Bidder must certify that prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

1.7.25 Proposed Bid Price (Form 21)

The Bid Price requires a fixed price per unit. If accepted, the price offered shall remain the same for the full term of the contract. Bidder shall indicate its pricing on Form 21 and include it in its Bid.

Legal notices may be required to be published on an as-needed basis in other counties, states and/or foreign countries

1.8 Line Item Budget and Narrative (Form 22)

Bidder must provide a Line Item Budget in accordance with its bid sheet per unit of service cost on a yearly contract period of 12 months. The Line Item Budget shall be segregated into direct and indirect costs and profit for the Bidder. A Budget Narrative shall also be included wherein the line items or contract period costs, including applicable unit of service costs, are briefly described. The Line Item Budget shall be made a part of the Contract

1.8.1.1 A sample has been provided in Form 22 for your review. It is the Bidder's responsibility to include all necessary line items (cost elements) in the Line Item Budget. Line Item Budget shall include, but is not limited to: personnel (classification/payroll title), hourly wage, employee benefits (paid vacation, sick time, holiday, etc.), equipment needs, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, profit, etc.

1.8.1.1.1 Each bid must have a narrative attached to the Line Item Budget providing a thorough and clear explanation of all projected line item and its 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. The budget and budget narrative will be made a part of the Contract with the selected Bidder.

1.8.2 Offer to Perform and Acceptance of Terms and Conditions (Form 23)

Bidder must complete and sign the Offer to Perform and Acceptance of Terms and Conditions.

1.8.3 Last Page of bid (Form 24)

The last page of the bid 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 Bidder in a Contract.

2.0 BID SUBMISSION

2.1 **The closing date and time for bid submission is September 8, 2008 at 6:00 P.M.** It is the sole responsibility of the Bidder to see that its bid is received before the submission deadline. Bidder shall bear all risks associated with delays in the U.S. Mail or other courier service. Any bid received after the scheduled closing time for receipt of the bid may be returned to the sender unopened, at the County's sole discretion.

- 2.2 For each bid/offer, the original and two copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

“BID FOR NEWSPAPER PUBLICATION SERVICES”

- 2.3 The bid and any related information shall be delivered or mailed to:

Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020
Attention: Peggy Coutu

- 2.4 Each Bidder agrees to provide the County with an explanation of any information provided in its bid, which the County, in its discretion, deems necessary for an accurate determination of the Bidder's qualifications to perform the required service.
- 2.5 Bidder must respond only to the IFB as it is written including any written addenda discussed in Part C, Section 3.6 below. Bidder is not to attach any documentation, which is not required or requested under this IFB. Failure to adhere to the specifications contained in this IFB may be cause for rejection of the bid. No corrections or resubmissions shall be accepted after the bid deadline.
- 2.6 Any change to this IFB will be made by written addendum, which will be sent to each Bidder to whom specifications have been issued and which will become a part of the IFB. The County reserves the right to issue more than one addendum. The County is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), a bid's failure to address the requirement(s) of such addendum may result in the rejection of the bid, as determined in the sole discretion of the County.
- 2.7 It is the sole responsibility of the submitting bid to ensure that its bid received before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any bid received after the scheduled closing time for receipt of bid, as stated in IFB, Part A, Overview, Section 9.0, IFB Timetable, will be returned to the sender unopened. A timely hand-delivered bid is acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

3.0 PRECAUTIONS REGARDING BID SUBMISSION

- 3.1 Any bid that deviates from the format and/or the submission procedure may be rejected without review, at the County's sole discretion.
- 3.2 Failure to submit the correct number of copies by the required time and date may result in disqualification, at the County's sole discretion.

3.3 A Bidder may be disqualified if on any previous Contract(s) with the County it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

4.0 BID WITHDRAWALS

The bid shall be a firm offer and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit a bid. Until the bid submission deadline, errors in a bid may be corrected by a request in writing to withdraw the bid and by submission of another bid with the mistakes corrected. Corrections will not be accepted once the deadline for submission of the bid has passed.

PART D – REQUIRED FORMS FOR SUBMISSION

PART D- REQUIRED FORMS FOR SUBMISSION

1 - Insert	Transmittal Letter
2 - Insert	Table of Contents
3 - Form 1	Declaration of Bidder's Legal Identity and Responsibility
4 - Insert	Business Entity Structure Documents
5 - Insert	Secretary of State Filings - Statement of Information
6 - Form 2	Board of Director's Resolution (non-public Bidder)
7 - Form 3A	List of Current Members of Board of Directors/Other Agencies
8 - Form 3B	Bidders list of Business Partners or Associates within the past 5 years
9 - Form 4	Certification of Ownership and Financial Interest
10 - Insert	Organization Chart and Resume/Degree
11 - Form 5	Contractor's Administration
12 - Form 6	Bidder's References
13 - Form 7	Proposed Subcontractors for this Project
14 - Insert	Audited Financial Statement
15 - Form 8	Revenue Disclosure (non-public Bidder)
16 - Form 9	List of Bidder's Commitments
17 - Form 10	Bidder's List of Contracts
18 - Form 11	Agency Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties
19 - Insert	Proof of Insurability
20 - Form 12	Familiarity of the County Lobbyist Ordinance Certification
21 - Form 13	Bidder's/Offeror's EEO Certification
22 - Form 14	Jury Service Program and Application for Exception and Certification
23 - Form 15	Small Business Enterprise (SBE)/Community Business Enterprise Form (CBE)
24 - Form 16	Charitable Contributions Certification
25 - Form 17	Attestation of Willingness to Consider GAIN/GROW Participants
26 - Form 18	Contractor Acknowledgement and Confidentiality Agreement
27 - Form 19	Certification of "No Conflict of Interest"
28 - Form 20	Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
29 - Form 21	Bid Price
30 - Form 22	Line Item Budget and Narrative
31 - Form 23	Offer to Perform and Acceptance of Terms and Conditions
32 - Form 24	Last Page of Bid

TRANSMITTAL LETTER

Refer to Part C, Section 2.4.1 for information

TABLE OF CONTENTS

Please insert your table of content here.

DECLARATION OF BIDDER’S LEGAL IDENTITY AND RESPONSIBILITY

Bidder must include this form, completed and signed, in its bid. The person(s) signing this form must be authorized to sign on behalf of the Bidder and to bind the Bidder in a Contract. Two signatories will be required if applicable per Section 313, California Corporations Code.

1. BUSINESS NAME AND TYPE

CORPORATION:

Bidder must state its legal name (as stated in your Articles of Incorporation) and State of incorporated, and the year of incorporation (state N/A if not applicable):

Name State Year

-Or-

PARTNERSHIP OR SOLE PROPRIETORSHIP

Bidders as sole proprietors or partnerships must state proprietors name or managing partner (state N/A if not applicable):

2. BUSINESS INFORMATION

Business Address Mailing Address

Business Web Address Signator(s) E-mail Address

Telephone Number Fax Number

A. State the place(s), including the street address, from which the services will be furnished. _____

B. State the number of years Bidder has been in business under the present business name, as well as related prior business names _____

C. State the number of years of experience providing the required, equivalent or related services _____

PART D – Required Form 1

3. If Bidder is doing business under one or more DBA's, Bidder must list all DBA's and the County(s) of registration:

Name:	County:	Year:
_____	_____	_____
_____	_____	_____

4. Is Bidder a wholly or majority owned by, or a subsidiary of, another firm? Yes No
 If yes, indicate name of parent firm and the State of Incorporation or registration (state N/A if not applicable):

Name	State
_____	_____

5. Bidder must list any other names it has done business as within the last five (5) years:

Name:	Year:
_____	_____
_____	_____

6. Bidder must indicate involvement in any pending acquisition/merger, including the associated company name (state N/A if not applicable):

7. Bidder acknowledges and certified that it meets and will comply with all of the Minimum Requirements listed in the Introduction of the IFB as listed below.

Check the appropriate boxes:

- | | | | |
|----|--------------------------|--------------------------|---|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | By the targeted contract start date, Bidder must have three (3) years experience within the last five (5) years, providing newspaper publication or services equivalent or similar to the Services identified in Part H, Statement of Work, of the IFB. |
| | Yes | No | |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder must be a publisher of a newspaper currently adjudged to be a newspaper of general circulation in accordance with Gov. Code, Sections 6000 et. seq. |
| | Yes | No | |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder must comply with all IFB requirements, including the format requirements set forth in Part C, Instructions to Bidders, Sections 1.0 through 3.0, of this IFB when submitting its bid. |
| | Yes | No | |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder must provide evidence of current insurance or show evidence that their organization can obtain the required insurance types as specified in Part G, Sample Contract. |
| | Yes | No | |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder and its principals must not currently be debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or County agency. Bidder must be found clear from County, state and federal contractor's debarred listings unless an exception has been authorized by state and federal regulations. |
| | Yes | No | |

PART D – Required Form 1

Bidder further acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements/submissions contained in its bid may cause said bid to be rejected at the DCFS Director’s sole and final judgment.

Signature

Title

Date

Signature

Title

Date

IRS Employer Identification Number

California Business License Number

County WebVen Number

BUSINESS ENTITY DOCUMENTS

Insert your Business Entity Structure Documents here. Refer to Part C, 2.4.4

SECRETARY OF STATE FILINGS – STATEMENT OF INFORMATION

Insert your Statement of General Information. Refer to Part C, 2.4.5

**COPIES OF LICENSES AND PERMITS REQUIRED FOR
NEWSPAPER PUBLICATION SERVICE**

Bidder must submit copies of all licenses and permits necessary for the provision of the specified services listed in the IFB.

BOARD OF DIRECTORS RESOLUTION

-EXAMPLE-

BE IT RESOLVED THAT ON _____ 2008, THE BOARD OF DIRECTOR'S OF _____

(LEGAL NAME OF BIDDER)

HEREBY AUTHORIZES AND DIRECTS ITS (Print full name of person authorized), (Print the title of the person named: CEO, President, or Executive Director) TO SUBMIT THE ATTACHED BID AND TO BIND THE CONTRACTOR IN A CONTRACT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE NEWSPAPER PUBLICATION LANGUAGE SERVICES AS STIPULATED IN THE IFB AND RESULTING FINAL EXECUTED CONTRACT.

ATTESTED:

Print Name and Title of Chair/Chairman of the Board of Directors

(Signature Line for Board Chair/Chairman)

Print Name and Title of Board of Director Member holding the titles of Treasurer or CFO

(Signature Line for Board Treasurer or CFO)

Print Name(s) of authorized person responsible for submission of the bid and to bind the Contractor in a Contract with the County

(Signature of Person authorized to bind the Contractor in a Contract with the County)

(Signature of Second Person authorized to bind the Contractor in a Contract with the County)

**BIDDER’S LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS
(INCLUDING OTHER AGENCIES BOARD MEMBERS SERVE ON AND LOS ANGELES COUNTY EMPLOYEE CERTIFICATION)**

Legal Name of Agency:

Name	Address, City, State	Telephone and Fax Numbers	Other Agency’s*	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
						Payroll Title
		P: ()				
		F: ()				
		P: ()				
		F: ()				
		P: ()				
		F: ()				
		P: ()				
		F: ()				

*List the name of any other organization 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.

Signature of Person authorized to bind the Contractor in a Contract with the County

Date _____

BIDDER’S LIST OF BUSINESS PARTNERS OR ASSOCIATES WITHIN THE PAST FIVE (5) YEARS

Legal Name of Agency:

Name	Address, City, State	Telephone and Fax Numbers	Agency Name	Type of Business Association	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
							Payroll Title
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					

(Please make additional copies of this form if necessary)

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

Signature of Person authorized to bind the Contractor in a Contract with the County

Date _____

BIDDER'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Bidder 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 of Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County

Date

Bidder 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 Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County

Date _____

Tax ID -or- Employer Identification Number _____

CONTRACTOR'S ADMINISTRATION

Date: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S PROGRAM DIRECTOR:

Provide the name of representative authorized to act as Program Director on behalf of the CONTRACTOR, who shall be responsible for: 1) CONTRACTOR'S day-to-day activities as related to this Contract: 2) coordinating with the COUNTY Program Manager on a regular basis; and 3) receiving all communication regarding this Contract.

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ALERNATE TO PROGRAM DIRECTOR:

Provide the name of the representative(s) authorized to act as an alternate to the CONTRACTOR's Program Director named above:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

PART D – Required Form 6

BIDDER’S REFERENCES

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. A minimum of three (3) contracting agencies will be contacted.

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
1. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
2. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
3. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
4. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
5. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

(Please make additional copies of this for if necessary)

LIST OF PROPOSED SUBCONTRACTORS

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

(Please make additional copies of this form if necessary)

AUDITED FINANCIAL STATEMENT

Insert last 3 years of the Bidder's audited financial statements

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

LIST OF BIDDER’S COMMITMENTS

(List commitments and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder’s ability to perform the contract. These commitments are other than current contract(s) listed in Part D, Required Form 10).

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 authorized person responsible for submission of the bid to the County

Authorized Signature of authorized person responsible for submission of the bid to the County

Date

Note: Please refer to next page for examples of commitments.

EXAMPLE OF COMMITMENTS/POTENTIAL COMMITMENTS

Name of Firm	Amount	Time Period	Type of Commitment
Bank of the West	\$100,000	10 years	Commercial real estate loan
Dell Computers	\$20,000	1/1/06 –12/31/07	Computer leases
Xerox Corporation	\$10,500	Annually	Office Equipments
Ford Motors Co.	\$15,300	Annually	Vehicles Leases
Assured Properties	\$2,500	Month to Month	Office Space

BIDDER’S LIST OF CONTRACTS

List all contracts completed during the last five (5) years showing year, type of services, dollar amount of services provided, location, contracting agency, and name and telephone number of the contact person on the contract.

Legal Name of Firm	Name/Contract Number	Contract Period/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this IFB? Yes/No	Location of Service Provided
1.						
Contact Person: _____ Telephone #: () _____ Fax #: () _____						

Legal Name of Firm	Name/Contract Number	Contract Period/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this IFB? Yes/No	Location of Service Provided
2.						
Contact Person: _____ Telephone #: () _____ Fax #: () _____						

Legal Name of Firm	Name/Contract Number	Contract Period/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this IFB? Yes/No	Location of Service Provided
3.						
Contact Person: _____ Telephone #: () _____ Fax #: () _____						

(Please make additional copies of this form if necessary)

AGENCY INVOLVEMENT IN LITIGATION, LABOR VIOLATIONS, 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 bid 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 any funding source against the agency for improper action 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?	___	___
7. Has the agency had any labor violations claim filed against it within the past five (5) years?	___	___

EXPLANATION (Use separate pages)

 AUTHORIZED SIGNATURE

 DATE

 NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

PROOF OF INSURABILITY

Please insert insurance document

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUTHORIZED SIGNATURE

DATE

NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

BIDDER’S/OFFEROR’S EEO CERTIFICATION

Bidder/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

Authorized Signature

Date

Name / Title / Name of Company or Organization

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Bidders or Proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder or Proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business 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/purchase order itself will exceed \$50,000 in any 12 month period). 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 10 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 exemption 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 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

PART D - Required Form 14

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

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.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contract 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: or 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

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)

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).

PART D – Required Form 15

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

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

Bidder 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 Bidder 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

Bidder 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)

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder 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, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

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

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

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

_____YES (subject to verification by County) _____NO

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

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Bidder Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

PART D - Required Form 18(cont'd)

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

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

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

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

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CERTIFICATION OF "NO CONFLICT OF INTEREST"

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

CERTAIN CONTRACTS PROHIBITED

- A. Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid 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 subdivision 1 of subsection A (above) serve as officers, principals, partners or major shareholders;
 - 3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subdivision 1 of subsection A (above), 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 specification; and
 - 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A (above), serve as officers, principals, partners or major shareholders.

BIDDER/CONTRACTOR hereby declares and certifies that employee, nor any other person acting on BIDDER/CONTRACTOR's behalf, who developed and/or participated in the preparation of this contract do not fall within the scope of Code Section 2.180.010 as outlined above.

AUTHORIZED SIGNATURE

DATE

NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

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

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. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB.
- E. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this Bidder.

Name of Firm

Print Name of Signer

Title

Signature

Date

**NEWSPAPER PUBLICATION SERVICES
CMS 08-015
PROPOSED BID PRICE**

_____ (Bidder's Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) for the County of Los Angeles, under all of the terms and conditions specified in the IFB (including, but not limited to the Statement of Work, Performance Requirements Summary, Attachments and Sample Contract).

Prices quoted by Bidder includes all applicable charges and costs associated with the Newspaper Publication Services, and any other costs necessary in the performance of all tasks and performance outcomes outlined in, and in accordance with, this IFB.

This price shall be fixed and guaranteed for the Contract term, beginning on the date of commencement of services. Bidder's itemized charges include but are not limited to, the following:

- Labor for all proposed services
- Materials, services, supplies, and other identifiable costs for all proposed services, and
- All applicable taxes, including sales taxes.

Based on the estimated usage in Table 1, please provide your price per completed publication for each category in Table 2 below:

TABLE 1

	ESTIMATED ANNUAL USAGE	
	English	Other Languages
In Los Angeles County	1400	80
In Ventura, Kern, San Bernardino, Riverside, Orange and San Diego Counties	10	3
In California outside the Counties stated above	10	3
States other than California	10	3
Other Countries	10	3

Bidder must indicate its price by completing the tables and signature block below:

TABLE 2

	INDICATE YOUR PRICE RATE PER COMPLETED PUBLICATION	
	English	Other Languages
In Los Angeles County	\$	\$
In Ventura, Kern, San Bernardino, Riverside, Orange and San Diego Counties	\$	\$
In California outside the Counties stated above	\$	\$
States other than California	\$	\$
Other Countries	\$	\$

I, (Printed Name of Authorized Personnel), an authorized agent of (Name of Bidder), hereby certify that (Name of Bidder), agree upon contract award to perform the said services and adhere to the requirements specified in the Contract, Statement of Work and Performance Requirement Summary at the above listed price for the term of the contract(s).

Signature: _____ Date: _____

Title of Authorized Personnel: _____

PART D – Required Form 22

SAMPLE LINE ITEM BUDGET

BIDDER: _____ DATE: _____

1. DIRECT COSTS

A. Payroll Costs:

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Project Director				
Translator/translation service				
Total Payroll Costs				

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance			
Dental Insurance			
Total Employee Benefits Cost			

C. Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Description	Number of Employees	Monthly Taxes	Annual Taxes
Federal and State Taxes			
FICA			
State Disability			
Total Payroll Taxes			

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability/Auto/Professional Insurance		
Workers' Compensation Insurance		
Vehicle and Equipment (Material Handling, Office) Leases		
Telephone and Utilities		
Office, Space, Facilities Leases/Rents/Mortgage		
Services (Non-subcontractor) and Supplies (Office/Operational)		

Total Insurance, Equipment and Operation Expenses	
--	--

TOTAL DIRECT COSTS	
---------------------------	--

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting/Bookkeeping		
Total Insurance, Equipment and Operation Expenses		

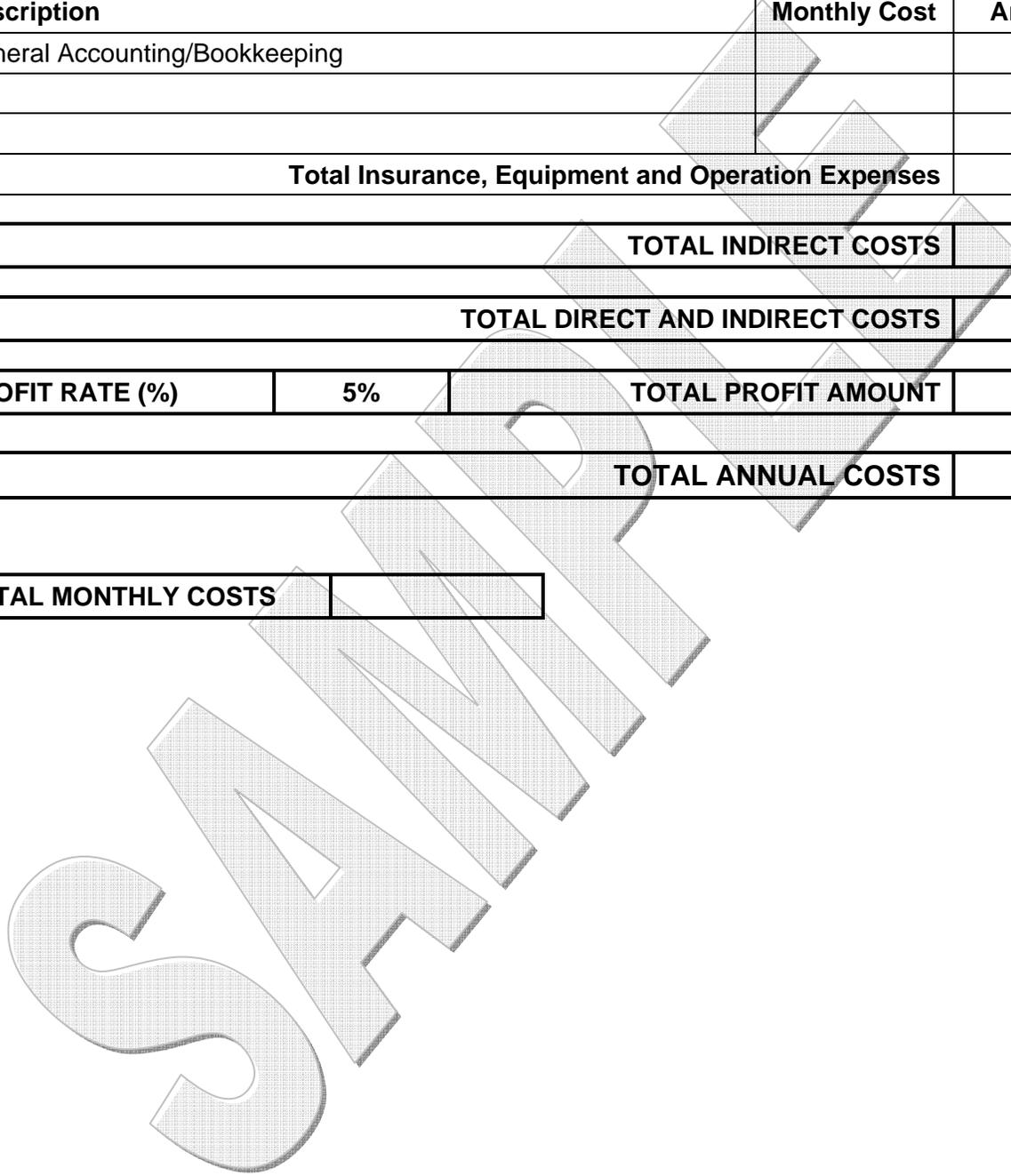
TOTAL INDIRECT COSTS	
-----------------------------	--

TOTAL DIRECT AND INDIRECT COSTS	
--	--

PROFIT RATE (%)	5%	TOTAL PROFIT AMOUNT	
------------------------	-----------	----------------------------	--

TOTAL ANNUAL COSTS	
---------------------------	--

TOTAL MONTHLY COSTS	
----------------------------	--



**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS
NEWSPAPER PUBLICATION SERVICES CMS#08-015**

_____ (Bidder’s Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 270 days following the IFB submission due date stated in the IFB cover letter.

Print Name(s) of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Signature of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Date

LAST PAGE OF BID

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 _____

PART E – BID REVIEW AND SELECTION PROCESS

1.0 BID REVIEW AND SELECTION PROCESS

Bid Review and Selection Process consists of a two part assessment. Part I is to determine the lowest bid price. Part II is to determine whether the lowest price bid and its Bidder are responsive and responsible and therefore qualified to be recommended to the County's Board of Supervisors for a contract award.

2.0 PART I: DETERMINATION OF THE LOWEST PRICE

2.1 Bid Opening

The bid opening will be held on September 8, 2008, at 6:30 p.m., which is 30 minutes after the bids are due. DCFS will announce each Bidder's name and their bid price.

2.2 SBE Preference

Five percent (5%) of the lowest bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the bid price submitted by all SBE Bidders who requested and were granted the SBE Preference. Should one or more of the Bidders request and be granted the SBE Preference, the lowest bid price will be determined as follows:

2.2.1 Once the bid sheet has been calculated based on weighted categories, the SBE Preference will be applied.

2.2.2 The bid with the lowest price will then move to Part II assessment, in accordance with Section 3.0, Part II: Determination for Responsiveness and Responsibility, below. If the bid with the lowest price does not meet the requirements of the Part II assessment, then the next lowest priced bid will proceed to the Part II assessment, and so on.

2.2.3 The bid with the lowest price that meets the requirements of the Part II assessment will be recommended to the Board of Supervisors for contract award.

3.0 PART II: DETERMINATION FOR RESPONSIVENESS AND RESPONSIBILITY

3.1 Determination of Bidder Responsiveness

3.1.1 Pursuant to the California Department of Social Services (CDSS) Manual, Section 23-601.25, a "Responsive Proposer" means one whose proposal substantially complies with all requirements of this IFB.

3.1.2 County will review and evaluate each bid to determine if the Bidder meets the Minimum Requirements. Bidders who do not meet the

Minimum Requirements may be disqualified and their bid eliminated from any further consideration.

- 3.1.3 County will evaluate each bid submitted to determine if the Bidder complies with the IFB format and submission requirements set forth in Part C of the IFB. The County, at its sole discretion, may accept a bid that substantially complies with the requirements in PART C.

3.2 Determination of Bidder Responsibility

- 3.2.1 Section 23-601.24 of the California Department of Social Services (CDSS) Manual Pursuant to the CDSS Manual, 23-601.24; a “Responsible Bidder” means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

- 3.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible Bidders one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible contractors.

- 3.2.2.1 County may determine whether the Bidder is responsible based on a review of the Bidder’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 Bidder against public entities. Labor law violations which are not the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

- 3.2.2.2 County will: 1) contact Bidder’s clients referenced on Form 6, Bidder’s References for feedback regarding Bidder’s current and past performance; 2) review information provided on Form 10, Bidder’s List of Contracts; 3) review of information provided on Form 11, Agency Involvement in Litigation and/or Contract Compliance Difficulties; and 4) review County Contract Database records to determine if a Bidder has the ability to comply with the proposed delivery or performance schedule specified in Part H, Statement of Work.

3.2.2.3 County will review the bid and performance record to determine whether a bid has record of unsatisfactory performance, lack of integrity or poor business ethics.

3.2.2.4 County will review the bid and performance record to determine if a Bidder is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

3.2.3 Non-responsible Bidder

County may declare a Bidder to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder's quality, fitness or capacity to perform a contract with the County, and 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.

3.2.4 Intention to Recommend to the Board of Supervisors

If there is evidence that the highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.

3.2.5 Recommendation to the Board of Supervisors

If the Bidder 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 Bidder shall reside with the Board of Supervisors.

3.2.6 Subcontractors of Bidder

These terms shall also apply to proposed subcontractors of Bidder on County contracts.

4.0 PROTEST REVIEW PROCESS

- 4.1 Any actual or prospective Bidder may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Bidder challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
- 4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder 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.
- 4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Refer to Part E, Section 5.0)
- Review of a Disqualified Bid (Refer to Part E, Section 6.0)
- Review of Department's Proposed Contractor Selection: Departmental Debriefing Process, Proposed Contractor Selection Review, County Review Panel Process (Refer to Part E, Section 7.0)

5.0 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting Part F, "Transmittal Form to Request a Solicitation Requirements Review" along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- 5.1 The request for a Solicitation Requirements Review is received by the department by the end of the 10th business day from the release date of the IFB or by Thursday, **August 14, 2008**, which ever is later.
- 5.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
- 5.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 5.4 The request for a Solicitation Requirements Review asserts either that:

- 5.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Bidder; or,
- 5.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.
- 5.5 The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the Bidder, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

Walter Chan, Manager
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

6.0 DISQUALIFICATION REVIEW

- 6.1 A bid may be disqualified from consideration because the County determined it was a non-responsive bid at any time during the review process. If the County determines that a bid is disqualified due to non-responsiveness, the County shall notify the Bidder in writing.
- 6.2 Upon receipt of the written determination of non-responsiveness, the Bidder may submit Part F, "Transmittal Form to Request a Disqualification Review" by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
- 6.3 A Disqualification Review shall only be granted under the following circumstances:
 - 1. The firm/person requesting a Disqualification Review is a Bidder;
 - 2. The request for a Disqualification Review is submitted timely; and,
 - 3. The request for a Disqualification Review asserts that the department's determination of disqualification due to Bidder's 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.
- 6.4 The Disqualification Review shall be completed and the determination shall be provided to the Bidder, in writing, prior to the conclusion of the review process.

7.0 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

7.1 Departmental Debriefing Process

- 7.1.1 Upon completion of the evaluation, and prior to entering negotiations with the selected Bidder, the department shall notify the remaining Bidders in writing that the department is entering negotiations with another Bidder. Upon receipt of the letter, the Bidder may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.
- 7.1.2 The purpose of the Debriefing is to compare the Bidder's response to the solicitation document with the evaluation document. The Bidder shall be debriefed only on its response. Because the contract process has not been completed, responses from other Bidders shall not be discussed.
- 7.1.3 If the Bidder is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of the department's recommendation for contract award.

7.2 Proposed Contractor Selection Review

- 7.2.1 Upon completion of the review, the department shall notify the remaining Bidders in writing that the department is recommending a contract with another Bidder. Upon receipt of the letter, the Bidder may submit a written request for a Proposed Contractor Selection Review if they assert that their bid should have been determined to be the lowest cost, most responsive and responsible bid because of one of the following reasons:
 - 7.2.1.1 The department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the bid format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for reviewing the bid as specified in the solicitation document.
 - 7.2.1.2 The department made identifiable mathematical or other errors in reviewing the bid, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
 - 7.2.1.3 Another basis for review as provided by state or federal law.

7.2.2 Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date of the contract award recommendation is to be heard by the Board. If the Bidder is not satisfied with the results of the Proposed Contractor Selection Review, it may request on the grounds and in the manner set forth below for a County Review Panel.

7.3 County Review Panel Process

If the Bidder is not in agreement with the results of the department's Proposed Contractor Selection Review, the Bidder may submit, Part F, "Transmittal Form to Request a County Review Panel" to request a panel review.

Upon completion of the Panel's Review, the Panel will forward its report to the department, which will provide a copy to the Bidder.

8.0 NOTIFICATION OF AWARD

8.1 All Bidders will be notified in writing of the final selection.

8.2 The winning Bidder shall be prepared to enter into a contract with the County, which shall be substantially the same as the Sample Contract, Statement of Work, Exhibits, and Attachments included in the IFB.

8.3 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.

8.4 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.

8.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the prospective Contractor(s), which by law must exercise its judgment and discretion concerning the selection of proposals and the terms of any resultant Contract.

9.0 FORMAL APPROVAL OF CONTRACT

9.1 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid(s) and the terms of any resultant contract, and to determine which bid(s) best serve(s) the interests of the County.

9.2 The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.

- 9.3 Acceptance or recommendation of a bid(s) does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and executed according to law.

10.0 SELECTION PROCESS DISCLAIMER

- 10.1 The County reserves the sole right to judge the contents of the bid submitted pursuant to this IFB and to review, evaluate, and select the successful bid.
- 10.2 County reserves the right to waive, in its sole discretion, any inconsequential disparities or disparities in a submitted bid.
- 10.3 The failure of a Bidder to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

PART F – PROTEST POLICY TRANSMITTAL FORMS

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
Project Title:	Project No.

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

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses
- Other (Explain below)

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, Bidder 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 Bidder: _____	

TRANSMITTAL FORM TO REQUEST AN IFB PROPOSED CONTRACTOR SELECTION REVIEW

This form must be received by the County within five business days of the Debriefing Meeting

Bidder Name:	Date of Request:
Project Title:	Project No.

I am requesting a **Proposed Contractor Selection Review** based on the assertions shown below.

I understand that this request must be received by the County within **five business days** of the Debriefing Meeting. My response should have been determined to be the lowest priced bid and most responsive and responsible bidder because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in reviewing bids
- Another basis for review as provided by state or federal law, explain below:

Request submitted by:

_____ (Name) _____ (Title)

Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

FOR COUNTY USE ONLY

Comments:

Date Response sent to Bidder:

PART F – PROTEST POLICY TRANSMITTAL FORMS

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
Project Title:	Project No.

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

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- 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
- Other (Explain below)

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, Bidder 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 Bidder: _____	

TRANSMITTAL FORM TO REQUEST AN IFB PROPOSED CONTRACTOR SELECTION REVIEW

This form must be received by the County within five business days of the Debriefing Meeting

Bidder Name:	Date of Request:
Project Title:	Project No.

I am requesting a **Proposed Contractor Selection Review** based on the assertions shown below.

I understand that this request must be received by the County within **five business days** of the Debriefing Meeting. My response should have been determined to be the lowest priced bid and most responsive and responsible bidder because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in reviewing bids
- Another basis for review as provided by state or federal law, explain below:

Request submitted by:

(Name)

(Title)

Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

FOR COUNTY USE ONLY

Comments:

Date Response sent to Bidder:

SAMPLE CONTRACT

NEWSPAPER PUBLICATION SERVICE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

(ENTER CONTRACTOR'S LEGAL NAME)

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

(ENTER MONTH AND YEAR)

SAMPLE CONTRACT

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NEWSPAPER PUBLICATION SERVICE CONTRACT

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SAMPLE CONTRACT

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Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	CONTRACTOR's Administration
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Attachment J	Charitable Contributions Certification

SAMPLE CONTRACT

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES NEWSPAPER PUBLICATION SERVICE CONTRACT

Newspaper Publication Service (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2008, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

_____ hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide funding for newspaper publication services; and

WHEREAS, the CONTRACTOR is a private company engaged in providing newspaper publication services; and

WHEREAS, the CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

SAMPLE CONTRACT

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10 A-11 and B (Attachments A, B, C, D, E, F, G, H, I, and J) are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Contract, (2) Exhibit A, Statement of Work, and (3) Exhibits and Attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
 - B. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
 - E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

SAMPLE CONTRACT

- F. “COUNTY Program Manager” – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. “DCFS” – means COUNTY’s Department of Children and Family Services.
- I. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.
- J. “Fiscal Year(s)” - means the 12 month period beginning July 1st and ending the following June 30th.
- K. “Maximum Contract Sum” - means the total amount to be paid under this contract.
- L. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- M. “Subcontract” - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

- 2.1 The term of this Contract shall commence on January 1, 2009 and shall expire on December 31, 2009, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional one-year periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR, provided that approval of COUNTY’s Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

SAMPLE CONTRACT

- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager at the address herein provided in Attachment I, COUNTY's Administration.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the contract term, after CAO approval, for a period not to exceed six (6) months beyond December 31, 2014, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is _____ (\$XXXXXX).
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-10, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event,

SAMPLE CONTRACT

CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, COUNTY's Administration.

- 3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-11, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

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

- 4.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

SAMPLE CONTRACT

Such certificates or other evidence shall:

- 4.1.1.1 Specifically identify this Contract;
 - 4.1.1.2 Clearly evidence all coverage required in this Contract;
 - 4.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 4.1.3 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 4.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 4.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 4.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

SAMPLE CONTRACT

- 4.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 4.1.6.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- 4.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Program Manager.
- 4.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
- 4.1.7 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 4.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
 - 4.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
 - 4.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractors' insurance coverage at any time.
- 4.2 Insurance Coverage Requirements:
 - 4.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
 - General Aggregate: \$2 million
 - Products/Completed Operations Aggregate: \$1 million
 - Personal and Advertising Injury: \$1 million

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Each Occurrence: \$1 million

4.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred at rate of compensation specified in the Pricing Schedule. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within 30 days of the last day of the previous month but may be received later than 30 days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract.

5.3 Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

5.4 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent of the Maximum Contract Sum between

SAMPLE CONTRACT

categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

- 5.5 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, 133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 5.6 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Division, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Elaine Magnante-Music, Program Manager
425 Shatto Place, Suite 602
Los Angeles, CA 90020

- 5.7 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of the properly prepared invoices by the COUNTY.
- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

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- 5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due to CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 6.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

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- 6.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 6.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 6.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

- 7.1 CONTRACTOR shall maintain the confidentiality of all records obtained and information in accordance with all applicable federal, State or local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section 7.0, as determined by COUNTY its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 7.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by the COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by the COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation,

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County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

- 7.3 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.5 CONTRACTOR shall cause each employee and non-employee performing services covered by this Contract to sign and adhere to "Contractor's Employee Acknowledgment and Confidentiality Agreement" and "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements. Copies of these forms can be obtained through the COUNTY's Program Manager.
- 7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

- 8.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

9.0 SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

SAMPLE CONTRACT

- 9.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Small Business Enterprise.
- 9.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Small Business Enterprise.
- 9.4 If CONTRACTOR has obtained COUNTY certification as a Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 9.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
 - 9.4.2 In addition to the amount described in Sub-Section 9.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
 - 9.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 9.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

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PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment H, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment I, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

2.1.1 The responsibilities of the COUNTY's Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Program Director on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

2.2 COUNTY's Contract Program Monitor

2.2.1 The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

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

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other

SAMPLE CONTRACT

mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

- 7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 For any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in

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the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Board of Supervisors or Director of DCFS if the Board of Supervisors has delegated the authority to do so.

- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the COUNTY's Board of Supervisors only under the following conditions as applicable:
 - 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
 - 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
 - 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.
 - 7.4.5 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract. Approval of County Counsel must be obtained prior to execution of such extension.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

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8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to

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Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five business days of receiving the complaint.

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

11.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances,

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directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

12.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 12.2 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment F, and incorporated by reference into and made a part of this Contract.

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14.1 Written Employee Jury Service Policy

- 14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- 14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
- 14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written

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policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 14.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

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

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all

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relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment D, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

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20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a Contractor if the COUNTY's Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to

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object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the 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.
- 20.8.1 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.
- 20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

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21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

22.0 CONTRACTOR'S WORK

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

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

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected 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 this Contract or impose other penalties as specified in this Contract.

24.0 EMPLOYEE BENEFITS AND TAXES

24.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

24.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property

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taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 25.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 25.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

26.0 EVENTS OF DEFAULT

26.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 26.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- 26.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

26.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

- 26.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of

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business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

26.2.2 The filing of a voluntary petition in bankruptcy;

26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

26.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

26.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

27.0 FAIR LABOR STANDARDS

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

28.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

29.0 FORMER FOSTER YOUTH CONSIDERATION

29.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein,

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CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

- 29.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 29.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

31.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as

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between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to "CONTRACTOR's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

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- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MOST FAVORED PUBLIC ENTITY

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

35.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

35.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry,

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national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

- 35.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 35.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 35.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 35.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 35.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall

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constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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

36.0 NON EXCLUSIVITY

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

37.0 NOTICE OF DELAYS

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

38.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

39.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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 Services Notice 1015, attached hereto as Exhibit B, Attachment E.

40.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment H, CONTRACTOR's Administration and

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Attachment I, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

42.0 PROPRIETARY RIGHTS

42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

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- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:
- 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;
 - 42.5.2 Any materials, data and information covered under Sub-section 43.2; and
 - 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

- 43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall

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be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

44.0 PUBLICITY

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

44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

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

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

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 45.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to

SAMPLE CONTRACT

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

- 45.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 45.3 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 45.1 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 45.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

SAMPLE CONTRACT

46.0 RECYCLED-CONTENT PAPER

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

47.0 SAFELY SURRENDERED BABY LAW

47.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

47.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

48.0 SHRED DOCUMENT

48.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

SAMPLE CONTRACT

48.2 Documents for record and retention purposes in accordance with Subsection 45.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

49.0 SUBCONTRACTING

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

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

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

49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

49.6 The COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY's Program Manager all the following documents:

SAMPLE CONTRACT

- 49.7.1 An executed "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 49.8 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed subcontracts after COUNTY 's Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
 - 50.1.1 CONTRACTOR has materially breached this Contract;
 - 50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

SAMPLE CONTRACT

- 50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the

SAMPLE CONTRACT

CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

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

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

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

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

SAMPLE CONTRACT

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

SAMPLE CONTRACT

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

53.1.4 The execution by the CONTRACTOR of a general assignment for
the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not
be exclusive and are in addition to any other rights and remedies provided
by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related
to CONTRACTOR's provision of services under this Contract are subject to
review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and
the State of California. In the event this Contract is subject to audit exceptions,
CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability
for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

SAMPLE CONTRACT

57.0 VALIDITY

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

58.0 WAIVER

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

59.0 WARRANTY AGAINST CONTINGENT FEES

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

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

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY's Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Los Angeles County

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Kathleen Bramwell, Principal Deputy County Counsel

**County of Los Angeles
Department of Children and Family Services
Newspaper Publication Service**

EXHIBIT A: STATEMENT OF WORK

Refer to Part H of IFB for details

PERFORMANCE REQUIREMENTS SUMMARY

Refer to Part H of IFB for details

CITATION

Refer to Part H Exhibit A-2

PROOF OF PUBLICATION

Refer to Part H Exhibit A-3

CITATION – MOTHER

Refer to Part H Exhibit A-4

CITATION – FATHER

Refer to Part H Exhibit A-5

CITATION – MOTHER AND FATHER

Refer to Part H Exhibit A-6

PROVIDER MONTHLY SERVICE REPORT

Refer to Part H Exhibit A-7

USER COMPLAINT REPORT

Refer to Part H Exhibit A-8

DCFS OFFICE LOCATIONS

Refer to Part H Exhibit A-9

BID PRICE

Refer to Part D of IFB, Form 22.
CONTRACTOR'S approved Pricing Schedule will be inserted here.

LINE ITEM BUDGET

Refer to Part D of IFB, Form 23.
CONTRACTOR's Approved Line Item Budget will be inserted here.

County of Los Angeles
Department of Children and Family Services

NEWSPAPER PUBLICATION SERVICES

PART H: STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NEWSPAPER PUBLICATION SERVICE

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 PREAMBLE

Refer to the Preamble detailed on page 1 of this IFB. Upon execution of contract(s), the Preamble would then be listed in this section.

2.0 INTRODUCTION

The County of Los Angeles (COUNTY) Department of Children and Family Services (DCFS) is responsible to ensure the safety and welfare of children under its supervision. Before a juvenile court can terminate the parental rights and order adoption as a permanent plan for children whose parents' whereabouts are unknown, the law requires that these parents receive legal notice through newspaper publication. These Legal Notices are required pursuant to Welfare and Institutions Code, Section 294, and are meant to notify parents of court proceedings to terminate their parental rights.

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 Citation (DCFS 4379) – Citation is defined as a document that includes the information required under Welfare and Institutions Code, Section 294 to notify and cite absent or unknown parents through newspaper publication to appear at a court hearing when DCFS is recommending termination of parental rights. The information is written on a DCFS form, number 4379.
- 3.2 CONTRACTOR's Program Manager – CONTRACTOR's Program Manager is defined as CONTRACTOR's officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 3.3 Legal Notice – A notice that is required by law in accordance with Welfare and Institutions Code, Section 294 and Government Code section 6000 et. seq. With respect to this Contract, Citation on DCFS Form 4379 contains the text required for published legal notice.
- 3.4 Performance Requirements Summary (PRS) – A summary document, Exhibit A-1, which identifies requirements of the Statement of Work set forth in this Contract that will be evaluated by COUNTY to assure that CONTRACTOR meets contract performance standards.

- 3.5 Proof of Publication - Confirmation that the Legal Notice has been published in each regular and entire issue of the newspaper on the requested dates.
- 3.6 Publication – Printing of a Legal Notice, regardless of length, to include publication once a week for four consecutive weeks with the final Legal Notice published at least 30 days before the date of the court hearing.
- 3.7 Quality Assurance – Those actions taken by COUNTY to assure that the requirements of this Contract are performed and delivered in accordance with specified standards of quality and timeliness.
- 3.8 Quality Control Process – The plan developed by the CONTRACTOR, which defines all necessary measures to be taken by CONTRACTOR to assure that the quality of the service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Contract.
- 3.9 Requestor – A DCFS employee who transmits the citation information/document to CONTRACTOR for publication in a newspaper.
- 3.10 Web-based System – CONTRACTOR’s web site, which will include a password protected page with templates of the DCFS 4379. The system will allow COUNTY to access the web page, enter the specific case information on DCFS 4379 template, and forward this request to CONTRACTOR via the Internet.

4.0 COUNTY’s GENERAL RESPONSIBILITIES

- 4.1 COUNTY shall appoint a Program Manager who shall be responsible for monitoring CONTRACTOR’s activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.
- 4.2 COUNTY Program Manager (CPM) shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements, and shall coordinate the delivery of the services of this Contract with the CONTRACTOR’S Project Director (CPD).
- 4.3 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 4.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-8, for every instance in which tasks defined in the SOW are not met.

4.5 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in anyway whatsoever beyond the terms of this Contract.

4.6 The COUNTY's Program Manager is:

County of Los Angeles
Department of Children and Family Services
Elaine Magnante-Music, Program Manager
425 Shatto Place, Room 310
Los Angeles, CA 90020

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

5.1 CONTRACTOR shall provide a Project Director to manage all operations in connection with providing the services of this Contract. The CONTRACTOR's Project Director (CPD) is required to maintain ongoing, continuous contact with COUNTY to address any concerns and/or potential problems in the performance of the requirements of this Contract.

5.1.1 CPD and designated alternate must be able to read, write, speak and understand English.

5.1.2 CPD shall work with the COUNTY Program Manager to help resolve any potential areas of difficulty before a problem occurs.

5.1.3 CPD shall respond within 24 hours to all calls and/or reports regarding CONTRACTOR's performance. CPD or alternate shall be available during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except legal holidays.

5.1.4 CONTRACTOR shall immediately notify the CPM of any change in CPD.

5.1.5 The name and phone number of the CPD and that of an alternate who is authorized to act on behalf of CONTRACTOR in the Program Manager's absence shall be designated in writing under Attachment I, Contractor's Administration. The CPD and delegated alternate are:

CPD: _____

Alternate

- 5.2 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 5.3 CONTRACTOR shall not schedule or conduct any meetings or negotiations under any agreement on behalf of COUNTY or DCFS.

6.0 CONTRACTOR'S STAFF

- 6.1 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CPD or other manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR's personnel assigned to work on this Contract.
- 6.2 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 6.3 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 6.4 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.

7.0 REPORTS AND RECORD KEEPING

CONTRACTOR shall maintain complete records of all Citations received from DCFS, and all other records related to this Contract, in accordance with Part II, Section 43.0, Record Retention and Inspection/Audit Settlement, of the Sample Contract.

8.0 SCOPE OF WORK

COUNTY shall submit requests to CONTRACTOR for newspaper publication of legal notices to parents, legal guardians, and/or caregivers, whose whereabouts are unknown. The number of requests for newspaper publications varies from month to month and although the COUNTY does not guarantee any minimum number of notices, the current monthly average is 120 notices for English and approximately 10 per month for foreign languages, including, but not limited to, Japanese, Korean, Spanish, Tagalog, Vietnamese, and Chinese.

8.1 Typesetting Requirements

8.1.1 Contractor shall publish legal notices utilizing “legal squares”. A legal square is defined as a medium or unit of type measurement devised to eliminate odd fractions of lines in various size type, and contains 216 EMS of type, provided the column width is 12 picas (2”). Nine lines of 6-point type, 12 lines of 8-point type, 15 lines of 10-point type within a 12 pica column will constitute a legal square.

8.2 Translation Requirements

8.2.1 Contractor shall ensure that text is translated from English to specified foreign languages using the Citations represented in Exhibits A4, A5 and A6, and publish them in languages, including, but not limited to, Spanish, Japanese, Tagalog, Korean, Vietnamese and Chinese.

8.3 Secure Web-based Transmission Requirements

CONTRACTOR shall provide and maintain, at no additional cost to the COUNTY, a secure web-based system that allows immediate transmittal of Citations and confirmation of Citation receipts, as required by the CPM. CONTRACTOR shall be responsible for the development and maintenance of the secure web-based system.

8.3.1 CONTRACTOR shall have the ability to receive the text of a Citation (Exhibits A4, A5 or A6) from the Requestor via a secure web-based transmission for newspaper publication.

8.3.2 CONTRACTOR shall create “electronic template” versions of the required Citations using the information provided in Exhibits A-4, A-5 and A-6, Sample Citations, with the ability to publish in English and languages other than English. CONTRACTOR shall coordinate with the CPM the creation and updating of the electronic

Citation templates and any other required form so that the appropriate information fields are incorporated.

- 8.3.3 CONTRACTOR shall allow authorized DCFS offices to access the website via password. CONTRACTOR's web-based data entry page shall be password protected.
- 8.3.4 CONTRACTOR shall ensure that templates include a text box by which Requestor can enter his/her office address.
- 8.3.5 CONTRACTOR's web-based data entry page shall contain a template style data entry screen that allows the Requestor to enter the following publication information in this prescribed order: (1) Child's Name; (2) Court Number; (3) Mother's Name; (4) Alleged/presumed Father's Name; (5) Department Number; (6) Court Date; (7) Execution Date; and (8) Deputy.
- 8.3.6 CONTRACTOR's web-based data entry page shall allow the Requestor (located in the office sites detailed in Exhibit A-9) to access the CONTRACTOR's web page, complete the order form by entering the account number provided by the CONTRACTOR, the office location and the name of the Children's Social Worker requesting the publication, enter the publication information, in accordance with Section 8.2.5 above, generate a screen print of the initial data entered, revise or edit the data entered and submit to the CONTRACTOR for processing.
- 8.3.7 CONTRACTOR's system shall utilize a separate set of templates for publication of the Citations for Lancaster Children's Court (located at 1000 West Avenue J, Lancaster CA 93534) and a separate set of templates for publication of the Citations for the Edelman Children's Court (located at 201 Centre Plaza Drive, Monterey Park, CA 91754).
 - 8.3.7.1 CONTRACTOR's system shall have three templates for each Court location, as follows: (1) Notice to the absent mother; (2) Notice to the absent father; and (3) Notice to both absent parents. Please see Exhibits A-4, A-5 and A-6 for Sample templates.
- 8.3.8 Each Legal Notice shall be published once a week for four consecutive weeks. The final notice shall be published 30 or more Days prior to the date of the court hearing referenced in the Citation (WIC 366.26 Hearing).

8.3.9 CONTRACTOR shall ensure that the text of the published notice appears in the same sequential order as the text in the Sample Citation, (DCFS 4379) Exhibit A-2.

8.3.10 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with Part I, Section 7.0, Confidentiality, of the Sample Contract. In order to ensure legal compliance regarding the confidentiality of DCFS client information, CONTRACTOR's secure web-based system shall remain impervious to 'hackers' or any unauthorized parties.

8.3.11 Any secure web-based systems, related programs, software, repairs, and maintenance provided by CONTRACTOR shall be subject to the COUNTY's approval. COUNTY reserves the right to reject such items and require immediate replacement by CONTRACTOR.

8.4 Receipt of Citations (DCFS 4379)

8.4.1 CONTRACTOR must be able to receive the Citation by way of secure web-based or Fax transmittals from various DCFS office locations.

8.4.2 The primary method for CONTRACTOR to receive and for COUNTY to transmit is by secure web-based transmission. CONTRACTOR shall confirm receipt of the secure web-based transmissions and provide publication dates to the COUNTY via secure web-based transmission within two hours of receipt of the Citation.

8.4.3 An alternate method of receiving Citations (Fax) shall be utilized on an interim basis in the event of data transmission failure.

8.4.4 In the event of data transmission failure, CONTRACTOR shall accept publication requests via facsimile. CONTRACTOR shall utilize a Fax machine(s) dedicated solely to the services of this Contract, and that is secured in a location at CONTRACTOR's facilities that ensures the confidentiality of DCFS' client information. CONTRACTOR shall provide the Fax number to such a fax machine that operates on a 24-hour basis.

8.4.4.1 CONTRACTOR shall confirm receipt of the facsimile and provide publication dates to the COUNTY via facsimile or telephone within two hours of receipt of the Citation.

8.5 Proof of Publication

8.5.1 CONTRACTOR shall deliver, as proof of publication to the DCFS office site (Exhibit A-9) of Requestor, a copy of the Legal Notice, Exhibit A-3, Sample Proof of Publication that was published. This copy must demonstrate that the Legal Notices were published once a week for four consecutive weeks, and that the fourth notice was published 30 or more days prior to the court date as referenced in Exhibit A-3, Sample Proof of Publication, Section 8.2.8 above, and in Welfare and Institutions Code 294.

8.5.2 CONTRACTOR shall deliver the proof of publication to DCFS' Requestor, via U.S. Mail, no later than 28 days prior to the court date listed in Exhibit A-3, Sample Proof of Publication.

9.0 **QUALITY ASSURANCE PLAN**

9.1 The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the Contract are met. A copy must be provided to the CPM on the Contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

9.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and the Performance Requirements Summary, Exhibit A-1. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

9.1.2 If CONTRACTOR performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Exhibit A-8, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the CPM.

9.1.3 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

9.2 CONTRACTOR shall demonstrate the effectiveness and efficiency of their quality control process program by including a measurable method of insuring that all Legal Notices are published weekly for four consecutive weeks, and that all four publication dates are completed at least 30 days

before the court date as designated in Sample Citation, (DCFS 4379) Exhibit A-2.

- 9.3 CONTRACTOR shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the CPM.

10.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's publication performance under this Contract using the quality assurance procedures specified in this Statement of Work and Performance Requirements Summary, Exhibit A-1. All monitoring will be conducted in accordance with Part II, Section 23.0, County's Quality Assurance Plan, of the Sample Contract.

EXHIBITS

Exhibit A-1: Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY

	REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHODS	REMEDIES FOR NON-COMPLIANCE
1.	Electronic receipt of requests to publish legal notices in accordance with Sections 8.1 through 8.4.2 of the SOW.	100% of Transmissions	Inspection and Feedback, from DCFS Requestors *	Any ads with errors, duplications, failure to publish on time or to publish for the required four consecutive weeks will not be paid. Any noted or repeated concerns, recurring errors, delivery obstacles (that impact their ability to receive requests from our offices or publish the ads in newspapers) – the Program Manager will request a corrective action plan to be submitted within 48 hours.
2.	Legal notice requires translation into foreign language in accordance with Section 8.4 of the SOW.	100% as required	Inspection and Feedback from DCFS Requestors	
	Legal notice may be required to be published in an out of County, out of State or out of Country newspaper.	100% as required	Inspection and Feedback, from DCFS Requestors.	
3.	Publication of hearing notices, once each week for four consecutive weeks, with the last notice published no later than thirty (30) Days prior to the scheduled court hearing date.	100% of Time	Inspection and Feedback from DCFS Requestors. *	
4.	Provide and maintain, at no additional cost to COUNTY, a secure web-based system as specified in Sections 8.2 through 8.2.12 of the SOW.	100% of Time	Inspection and Feedback from DCFS Requestors. *	
5.	CONTRACTOR provides COUNTY's Program Manager with a copy of any changes to their Continuous Process Improvement or Quality Control Plan within five business days of any change in the process, policy, or procedure that necessitates a change to this plan, including changes in the process flow, in accordance with Section 10.0 of the SOW.	100% of Time	Inspection and Complaints. *	

*CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each separate incident of non-compliance

Space Below for Use of Court Clerk Only

Los Angeles County Counsel's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Drive, Suite 1
Monterey Park , California 91754-2143

Attorney Los Angeles County
Department of Children and Family Services

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
JUVENILE COURT**

In the matter of:

Court _____

CITATION (WIC 366.26 HEARING)

To _____ (mother), whereabouts unknown and to _____
(alleged/presumed father), whereabouts unknown, and to all persons claiming to be father or mother of said minor person(s) above
named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in
Department _____
of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754,
on _____

_____ at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order
that the above-named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents
and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will
first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to
afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel,
counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The
court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence
of all counsel without the parents. Upon receipt of the evidence, the court will order either the minor's placement in long-term foster care,
the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual citee.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and
Institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons
having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear.
A published citation requires appearance of all persons cited (WIC 366.23(4)).

Date: _____
Clerk of the Superior Court

JOHN A. CLARKE, Executive officer

By _____

Deputy

(When Required) RECORDING REQUESTED BY AND MAIL TO:	This space for filing stamp only
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DEPT. OF CHILDREN'S SERVICES

DC# 422398

PROOF OF PUBLICATION

(2015.5.C.C.P.)

State of California
County of Los Angeles

Notice Type:

Ad Description:

I am a citizen of the United States and a resident of the County of Los Angeles: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the _____ a daily newspaper published in the English language in the City of Los Angeles, and adjudged a newspaper of general circulation as defined by the laws of the State of CA by the Superior Court of the County of Los Angeles, State of CA, under the date of June 17, 1952, Case No. 559.760. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/26/02, 08/02/02, 08/09/02, 08/16/02

**Executed on: 8/16/02
At Los Angeles, California**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

This space for filing stamp only

**CITATION
(WIC 366.26 HEARING)**

**Court No.
Superior Court of California
County of Los Angeles
JUVENILE COURT**

In the matter of
To
(alleged/presumed father) whereabouts unknown, and to all persons claiming to be the father or mother of said minor(s) above named.
By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department 426 of the above entitled Court located at 1000 West Avenue Lancaster, CA 93534 on October 7, 2002 at 8:30 a.m. of that day and there to show the cause if you have any why the court should not order that the above named minor be placed in long-term foster care made wards guardian or freed from the control of his/her parents and referred for adoptive placement.
For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence. You are hereby notified that the minor(s), their parents, guardians, and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel, counsel separate from the parent's counsel will be appointment for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare. The court will review court reports and other evidence presented of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.
NOTICE TO PERSONS SERVED

You are served as an individual case. The time when a citation is deemed served on a party may vary depending on the method of service. The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40, and Government Code Section 6064. Persons having custody or control of a child or with whom said child resides, are required to appear with the child and others cited may appear. A published citation required appearance of all persons cited (WIC 294)
Dated July 23, 2002.
JOHN A. CLARKE, EXECUTIVE OFFICER,
Clerk of the Superior Court
By Bosedo Ojo, Deputy
Los Angeles County Counsel's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754-2143
Attorney(s) for Los Angeles County
Department of Children and Family Services
07/26/02, 08/02/02, 08/09/02, 08/16/02

Customer Information

Customer Name	: DEPT. OF CHILDREN'S SERVICES	Master Id	:
Address	: 3075 WILSHIRE BLVD. 3 RD FLR	Phone	: 2133515670
City	: LOS ANGELES	Fax	:
State – Zip	: CA - 90010		

Product Information

Legal GOVERNMENT – CITATION (COUNTY)

Order Information

Attention Name	:	Billing Reference No.	:
Ad Description	:	Sale/Hrg/Bid Date	:
Special	:		
Instructions	:		

Order No.	Newspaper Name	Publishing Dates

Ad

**CITATION
(WIC 366.26 HEARING)**

Court No.
Superior Court of California
County of Los Angeles
JUVENILE COURT

In the matter of:

To **(mother)**, whereabouts unknown and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interest require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual cite.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation requires appearance of all persons cited (WIC 294 (4)).

Date:

JOHN A. CLARKE, Executive Officer, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children Court, 201

Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County

Department of Children and Family Services

Customer Information

Customer Name	: DEPT. OF CHILDREN'S SERVICES	Master Id	:
Address	: 3075 WILSHIRE BLVD. 3 RD FLR	Phone	: 2133515670
City	: LOS ANGELES	Fax	:
State – Zip	: CA - 90010		

Product Information

Legal GOVERNMENT – CITATION (COUNTY)

Order Information

Attention Name	:	Billing Reference No.	:
Ad Description	:	Sale/Hrg/Bid Date	:
Special	:		
Instructions			

Order No.	Newspaper Name	Publishing Dates

Ad

**CITATION
(WIC 366.26 HEARING)**

Court No.
Superior Court of California
County of Los Angeles
JUVENILE COURT

In the matter of:

To (alleged/presumed **father**), whereabouts unknown and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interest require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual cite.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation requires appearance of all persons cited (WIC 294 (4)).

Date:

JOHN A. CLARKE, Executive Officer, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children Court, 201

Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County

Department of Children and Family Services

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Product Information

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Order Information

Attention Name	:	Billing Reference No.	:
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Special	:		
Instructions			

Order No.	Newspaper Name	Publishing Dates

Ad

**CITATION
(WIC 366.26 HEARING)**

Court No.
Superior Court of California
County of Los Angeles
JUVENILE COURT

In the matter of:

To **(mother)**, whereabouts unknown and to **(alleged/presumed father)**, whereabouts unknown, and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interest require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

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Date:

JOHN A. CLARKE, Executive Officer, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children Court, 201

Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County Department of Children and Family Services

**County of Los Angeles, Department of Children and Family Services
Newspaper Publication Service**

PROVIDER MONTHLY SERVICE REPORT

CONTACT INFORMATION:		
Provider Name:	Service: NEWSPAPER PUBLICATION SERVICES	
Contact Name:		
Title:		
Phone:	FAX:	DATE REPORT COMPLETED: _____
<p>I (WE), THE UNDERSIGNED, CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE THE INFORMATION PRESENTED IN THIS REPORT IS TRUE AND ACCURATE.</p>		
_____ SIGNATURE		_____ DATE
_____ SIGNATURE		_____ DATE

REPORT MONTH & YEAR: _____

Newspaper Publications	This Month	Contract Year-To-Date
Number of Completed Newspaper Publication Notices		
TOTAL NUMBER OF COMPLETED PUBLICATIONS: (For the month and contract year-to-date respectively)		

**USER COMPLAINT REPORT
NEWSPAPER PUBLICATION SERVICE**

This form is to be used by DCFS users of Newspaper Publication Service to report service discrepancies and/or failure to publish citations as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____
 DCFS Office Address: _____
 Phone No. _____ E-mail Address: _____
 Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- Contractor’s Program Director is not responding to messages.
- Contractor’s staff not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor’s staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor unable to receive Service Requests as required.
- Notification letters not being delivered as addressed within the time frames specified in the Contract.
- Contractor not submitting “Proof of Publication” as specified in the Contract.
- Contractor not maintaining internet/e-mail service as specified in the Contract.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe): _____

To report an urgent/serious problem, call Virpi Sidler at: (213) 351-5656

Send UCR to Virpi Sidler, Program Manager, 425 Shatto Place, Room 306, Los Angeles, CA 90020 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

Newspaper Publication Services Attachments

County of Los Angeles – Department of Children and Family Services
DCFS OFFICE LOCATIONS FOR LEGAL PUBLICATIONS
(As of May 2008)

SPA 1

LANCASTER

1150 West Avenue J
Lancaster, CA 93535
Contact: Tanika Dodd – (661) 951-4149
User name: **CHILD_SERV_R8_2**
Master ID: 54014
Customer Number: 121813

PALMDALE

39959 Sierra Hwy, A150
Palmdale, CA 93550
Contact: Barbara Celestine – (661) 223-5422
User name: **CHILD_SERV_R8_3**
Master ID: 61378
Customer Number: 121814

SPA 2

SAN FERNANDO VALLEY OFFICE AND WEST SAN FERNANDO VALLEY OFFICE

20151 Nordhoff St
Chatsworth, CA 91311
Contact: DeAna Rabago (818)717-4654
User name: **CHILD_SERV_R5_1**
Master ID: 61378
Customer Number: 121806

SANTA CLARITA

28490 Avenue Stanford, Suite 100
Santa Clarita, CA 91355
Contact: Nichole Diliza – (661) 702-6423
User name: **CHILD_SERV_R8_1**
Master ID: 61378
Customer Number: 121812

SPA 3

GLENDORA

725 S. Grand Ave
Glendora, CA 91740
Contact: Barbara Luft – (626) 691-1203
User name: **CHILD_SERV_R1_1**
Master ID: 61378
Customer Number: 121795

POMONA

100 W. Second Street
Pomona, CA 91768
Contact: Don Tobias – (909) 868-4369
Username: **CHILD_SERV_R1_2**
Master ID: 61378
Customer Number: 121797

PASADENA

532 East Colorado Blvd., 3rd Floor
Pasadena, CA 91101
Contact: Jaclyn Troung – (626) 229-3792
Sung Lee – (626) 229-3482
User name: **CHILD_SERV_R5_2**
Master ID: 61378
Customer Number: 121807

EL MONTE

4024 Durfee Ave.
El Monte, CA 91732
Contact: Barbara Luft – (626) 691-1203
User name: **CHILD_SERV_R1_1**
Master ID: 61378
Customer Number: 121795

SPA 4**METRO NORTH**

3075 Wilshire Blvd., 7th Floor
Los Angeles, CA 90010
Contact: Marie Kayayan – (213) 639-4601
User name: **CHILD_SERV_R3_2**
Master ID: 61378
Customer Number: 121804

SPA 5**WEST LOS ANGELES**

11390 West Olympic Blvd. 3rd Floor
Los Angeles, CA 90064
Contact: Linda Mitchell - (310) 312-7188
Terry Craig – (310) 312-5243
Dora Arrosco – (310) 312-7940
Beverly Thomas – (310) 445-8480
Brian Aaron – (310) 312-7965
User name: **CHILD_SERV_R6_1**
Master ID: 61378
Customer Number: 121808

SPA 6

WATER RIDGE / GOLDLEAF

5110 Goldleaf Circle
Los Angeles, CA 90056
Contact: Marva Oliver – (323) 290-8405
Back-up: Ruby Kennedy – (323) 290-8460
User Name: **CHILD_SERV_R2_2**
Master ID: 61378
Customer Name: 121802

VERMONT CORRIDOR

8300 S. Vermont Ave., 4th Floor
Los Angeles, CA 90044
Contact: Constance Lewis – (323) 965-6075
User name: **CHILD_SERV_R6_3**
Master ID: 54011
Customer Number: 121810

COMPTON

921 E Compton Blvd.
2nd Floor
Compton, Los Angeles, CA 90221
Contact: Belinda Dunn – (310) 668-6647
Mary Frances- (310) 668-6633
Username: **CHILD_SERV_R8_6**
Master ID: 61378
Customer Number: 129643

SPA 7

BELVEDERE

5835 Eastern Ave.
Commerce, CA 90040
Contact: Lupe Navarez – (323) 725-4632
User Name: **CHILD_SERV_R3_1**
Master ID: 61378
Customer Number: 121803

SANTA FE SPRINGS

10355 Slusher Dr.
Santa Fe Spring, CA 90670
Contact: Loo Ming Yan – (562) 903-5274
User Name: **CHILD_SERV_R4_1**
Master ID: 61378

SPA 8

TORRANCE

2325 Crenshaw Blvd.
Torrance, CA 90501
Contact: Bonnie Blackman – (310) 972-3235
Back-up: Cheryl Gray – (310) 972-3217
User Name: **CHILD_SERV_R2_1**
Master ID: 61378
Customer Number: 121830

LAKESWOOD

4060 Watson Plaza Dr.
Lakewood, CA 90714
Contact: Gloria Baber - (562) 497-3792 English Publications
Contact: Gwendolyn Gentry - (562) 497-3792 Spanish Publications
User Name: **CHILD_SERV_R7_1**
Master ID: 61378
Customer Name: 121811

ADOPTIONS

ADOPTIONS

3075 Wilshire Blvd, 2nd Floor
Los Angeles, CA 90010
Contact: Belaynesh Alemu at 213-639-4035
Back up-Karen Streisand at 213-351-0168
User name: **CHILDREN_SERV_R8**
Password: **CHI24854**
Master ID: 61378
Customer Number: 121815

MEDICAL DIRECTOR/SPECIALIZED PROGRAMS

MEDICAL PLACEMENT UNIT EAST

1373 East Center Court Drive
Covina, CA 91724
Contact: Vivian Maciel, (626) 938-1735
User name: **CHILD_SERV_R8_4**
Master ID: 61378
Customer Number: 121816

MEDICAL PLACEMENT UNIT WEST

3075 Wilshire Blvd., 2nd floor
Los Angeles, CA 90010
Contact: Marie Kayayan
User name: **CHILD_SERV_R8_5**
Master ID: 61378
Customer Number: 127842

BID PRICE

Refer to Part D of IFB, Form 22.
CONTRACTOR's Approved Bid Price will be inserted here.

Exhibit A-11 Line Item Budget

LINE ITEM BUDGET

Refer to Part D of IFB, Form 23.
CONTRACTOR's Approved Line Item Budget will be inserted here.

PART I – ATTACHMENTS TO THE SAMPLE CONTRACT

(Part I will become EXHIBIT B of the final Contract)

Note: Some of the documents listed in Part I are in other parts of the IFB, as indicated on the placeholders. This is because some forms require action/participation on the part of the Bidder for purposes of this IFB.

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

(See Part D of IFB, Form 13)

**SMALL BUSINESS ENTERPRISE (SBE) / COMMUNITY BUSINESS ENTERPRISE (CBE)
FORM**

(See Part D of IFB, Form 15)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(See Part D of IFB, Form 18)

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
 - ◆ Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
 - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for addition

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts,

any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2. Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3. Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to

general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major

functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY

may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

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 2002 are less than \$34,178 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, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC? Notice 1015

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 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 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)



**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

(See Part D of IFB, Form 14)

“Contractor Employee Jury Service”
Los Angeles County Code Sections 2.203.010 through 2.203.090

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.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (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)

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).

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-233-8723

www.babyshelter.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 signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, 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 1-800-540-6088.

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 legal 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 restrooms. 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 name and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The nurse was given a bracelet with a number matching the ankle 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 nurse 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



En el Condado de Los Ángeles • 1-877-BABY SAFE • 1-877-222-8723

www.baby-safe.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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no es necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizan brevedad para poder vincularlo. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

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

Los padres que cambian de opinión pueden comenzar el proceso de recuperar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4008.

¿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, los 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 acabar con los problemas 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 están bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregó 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. Una vez probablemente haya escuchado historias terribles sobre bebés abandonados en las veredas o en basuras públicas. 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 sentían 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 brazalete con un número que coincidía con la pulsera del bebé, pero se volvió como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre le llamaría y lo recibiría 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.



CONTRACTOR'S ADMINISTRATION

(See Part D of IFB, Form 5)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

(See Part D of IFB, Form 16)

PART J - APPENDICES

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

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

WE RECOGNIZE...

The importance of small business to the County...

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

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

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

WE THEREFORE SHALL:

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

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any 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.

E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.

TITLE 2 ADMINISTRATION (Continued)

G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or Proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

C. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. 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.)

TITLE 2 ADMINISTRATION (Continued)

2.202.040 Debarment of contractors.

A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the County.

B. The County may debar a contractor if the County finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.

G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

TITLE 2 ADMINISTRATION (Continued)

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)